

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARADIGM SPINE, LLC		06/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	ONE SEAGATE, 23RD FLOOR		
<b>City:</b>	TOLEDO		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43604		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3190053	COFLEX	
Registration Number:	3505937	DSS	
Registration Number:	3577909	PARADIGM SPINE	
Registration Number:	3596580	PARADIGM SPINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(419)247-1777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	419-241-6000		
<b>Email:</b>	adcramer@eastmansmith.com		
<b>Correspondent Name:</b>	FADI V. NAHHAS		
<b>Address Line 1:</b>	ONE SEAGATE, 24TH FLR.		
<b>Address Line 4:</b>	TOLEDO, OHIO 43604		
<b>ATTORNEY DOCKET NUMBER:</b>	F312 185296		
<b>NAME OF SUBMITTER:</b>	Fadi V. Nahhas		

OP \$115.00 3190053

**TRADEMARK**

**900136433**

**REEL: 004006 FRAME: 0078**

Signature:	/Fadi V. Nahhas/
Date:	06/16/2009
<b>Total Attachments: 13</b> source=Attachment USPTO Paradigm IPS#page1.tif source=Attachment USPTO Paradigm IPS#page2.tif source=Attachment USPTO Paradigm IPS#page3.tif source=Attachment USPTO Paradigm IPS#page4.tif source=Attachment USPTO Paradigm IPS#page5.tif source=Attachment USPTO Paradigm IPS#page6.tif source=Attachment USPTO Paradigm IPS#page7.tif source=Attachment USPTO Paradigm IPS#page8.tif source=Attachment USPTO Paradigm IPS#page9.tif source=Attachment USPTO Paradigm IPS#page10.tif source=Attachment USPTO Paradigm IPS#page11.tif source=Attachment USPTO Paradigm IPS#page12.tif source=Attachment USPTO Paradigm IPS#page13.tif	

**EXHIBIT 1**

**REGISTERED TRADEMARKS**

**REGISTERED U.S. TRADEMARKS**

COFLEX

U.S. Trademark Registration No. 3190053

Registration Date: 12/26/2006

DSS

U.S. Trademark Registration No. 3505937

Registration Date: 09/23/2008

PARADIGM SPINE (w/ logo)

U.S. Trademark Registration No. 3577909

Registration Date: 02/17/2009

PARADIGM SPINE

U.S. Trademark Registration No. 3596580

Registration Date: 03/24/2009

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is made and entered into this 16th day of June, 2009 (the "*Effective Date*") by and between **PARADIGM SPINE, LLC**, a Delaware limited liability company with its principal place of business at 505 Park Avenue, New York, NY 10022 ("*Debtor*") and **FIFTH THIRD BANK**, an Ohio banking corporation ("*Secured Party*"), for itself and as agent for any affiliate of Fifth Third Bancorp.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings assigned to them below:
  - A. "Collateral" means all Intellectual Property of Debtor, including but not limited to the following general intangibles:
    - (i) All Patents of Debtor described on Exhibit A attached hereto and made a part hereof;
    - (ii) The pending Patent applications described on Exhibit B attached hereto and made a part hereof;
    - (iii) The Registered Marks described on Exhibit C attached hereto and made a part hereof;
    - (iv) The pending Trade Mark applications described on Exhibit D attached hereto and made a part hereof;
    - (v) The Community Trade Marks ("*CTM*") described on Exhibit E attached hereto and made a part hereof;
    - (vi) All issuances, renewals, reissues, continuations, extensions or the like of any Patent, Patent application, Registered Mark and Community Trade Mark and any other Intellectual Property, including, without limitation, those obtained or permissible under past, present and future laws and statutes of the United States or any other country or any other place in the world;
    - (vii) The right to file and prosecute applications for Intellectual Property and for registration of Intellectual Property in the United States or any other country or any other place in the world;
    - (viii) All rights of action on account of past, present and future unauthorized use of any Intellectual Property for infringement of any Intellectual Property or like protection; and
    - (ix) All the proceeds arising from any sale, exchange or other disposition of any or all of the aforesaid types of property, whether cash or non-cash in nature;

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- B. "Intellectual Property" means all the patents, trademarks, service marks, trade names, copyrights, or other intellectual property, formulas, or rights with respect to the foregoing, or all licenses and all other rights of whatever nature necessary for the present operation of Debtor's respective business.
- C. "Obligations" means the following:
- (i) the payment and performance by Debtor of all of its obligations to Secured Party pursuant to a Credit Agreement of even date herewith;
  - (ii) any and all obligations of Debtor to Secured Party and/or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under or in connection with (i) any Revolving Loans under the Credit Agreement or the Loan Documents (as defined in the Credit Agreement), (ii) any and all Rate Management Agreements, and (iii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement (collectively, the "*Rate Management Obligations*"). "Rate Management Agreement" shall have the meaning described in the Credit Agreement;
  - (iii) all obligations to perform or forbear from performing acts, and all agreements, instruments and documents evidencing, guarantying or securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof; and
  - (iv) all expenses and attorneys' fees incurred by Secured Party under this Agreement or any other document or instrument related thereto or related to any of the Obligations.
- D. "Proceeds" means whatever Debtor receives upon the sale, exchange, collection or other disposition of the Collateral or the proceeds thereof, whether cash or non-cash in nature. Insurance payable by reason of loss or damage to the Collateral is proceeds.
- E. "Uniform Commercial Code" means Chapters 1301 through 1309 of the Ohio Revised Code.
- F. Except as otherwise provided herein, all other terms shall have the meanings assigned to them in the Uniform Commercial Code.
2. **Granting of Security Interest.** Debtor hereby grants to Secured Party a security interest in all Debtor's Collateral to secure payment of the Obligations.

3. **Warranties, Covenants and Agreements.** Debtor warrants, covenants and agrees as follows:
- A. Debtor is a duly organized limited liability company existing under the laws of the State of Delaware and is in good standing in every state in which it is doing business.
  - B. This Agreement has been duly authorized and executed by Debtor and is the valid and binding obligation of Debtor.
  - C. Debtor is the lawful owner of the Collateral and has the right and authority to subject the same to a security interest in Secured Party; and none of the Collateral is subject to any security interest.
  - D. Debtor will do all acts and things, and will execute all writings requested by Secured Party to establish, maintain and continue to perfect the security interest of Secured Party in the Collateral, and the Debtor will pay the cost of filing such writings in all public places wherever filing is deemed necessary or desirable by Secured Party, including, but not limited to, the following:
    - (i) Debtor will promptly advise Secured Party in the event that Debtor changes its name or commences doing business under any name other than the name used by Debtor in this Agreement.
    - (ii) Debtor agrees to execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, United States Patent Office Recordation forms and assignments, or other instruments as Secured Party may from time to time require in order to comply with the Uniform Commercial Code, federal or the German Commercial Code and to preserve and protect the security interest hereby granted. In the event for any reason the law of any other jurisdiction than the State of Ohio becomes or is applicable to the Collateral or any part thereof, Debtor agrees to execute and deliver all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interest and lien of Secured Party under the law of such other jurisdiction to at least the same extent as such security interest would be protected under the Uniform Commercial Code.
    - (iii) Debtor will, from time to time, execute such further instruments and do such further acts and things as Secured Party may reasonably require by way of further assurance to Secured Party of the matters and things in this Agreement provided for or intended so to be. Without limiting the foregoing, Debtor agrees to mark its books and records to reflect the security interest of Secured Party in and to all the Collateral.
  - E. Debtor will keep the Collateral free at all times from any and all liens, security interests or encumbrances, other than those permitted pursuant to the Credit Agreement or consented to in writing by Secured Party. Debtor will not, without

the prior written consent of Secured Party, sell, pledge, lease or permit or suffer to be sold, pledged or leased except in the ordinary course of business or as permitted pursuant to the Credit Agreement, all or any part of the Collateral.

F. Debtor will pay promptly and within the time that they may be paid without interest or penalty, all taxes, assessments and similar imposts and charges which are now, or hereafter during the effective period of this Agreement may become a lien, charge or encumbrance upon any of the Collateral except to the extent contested in good faith. In the event Debtor shall fail to pay such taxes, assessments and similar imposts and charges, or fails to keep the Collateral free from any other security interests, liens or encumbrances, Secured Party may make such expenditures for any and all such purposes and the amount so expended together with interest thereon at the annual percentage rate set forth in the promissory note underlying the Security Agreement, shall become immediately due and payable by the Debtor to Secured Party and shall have the benefit of and be secured by the security interest herein granted.

G. Debtor shall promptly advise Secured Party in writing of any substantial change in the nature, character or value of any of the Collateral.

4. **Default and Remedies.** Any of the following shall be an "Event of Default" hereunder: (a) the nonpayment by Debtor of any of the Obligations or an event of default occurs under the Credit Agreement, the Loan Documents or under any instrument or agreement evidencing, guarantying or securing any of the Obligations, as "Event of Default" shall be therein defined; or (b) Debtor shall otherwise fail to perform or observe any of the other provisions of this Agreement. Upon the occurrence of an Event of Default hereunder, Secured Party shall have the right and option to take such action as it may deem advisable hereunder or under the Credit Agreement and any Collateral Document (as defined in the Credit Agreement) including without limitation, (i) to exercise any right or remedy granted herein or provided by any applicable law; and (ii) to retain the Collateral in full satisfaction of the Obligations or to dispose of the Collateral as permitted by law and apply the proceeds of the disposition to the Obligations after all reasonable attorneys' fees and other expenses incurred by Secured Party in obtaining control and disposing of the Collateral have been paid.

5. **Miscellaneous Provisions.** Debtor and Secured Party further agree as follows:

A. Any and all notices, statements, requests or other writings to Debtor shall be deemed to have been given or made if given in accordance with the provisions of the Credit Agreement.

B. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.


C. This Agreement shall be binding upon Debtor, its respective successors and assigns, and shall be binding upon and shall inure to the benefit of Secured Party and its respective successors and assigns.

D. This Agreement may be altered or modified only by written agreement by both Debtor and Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates below written.

**SECURED PARTY:**

**FIFTH THIRD BANK**

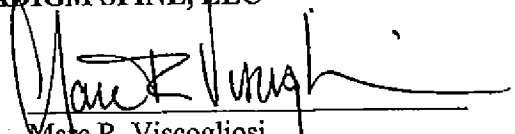
By: 

Title: Jeffrey A. Thiemann, VP

Date: 6/16/09

**DEBTOR:**

**PARADIGM SPINE, LLC**

By: 

Title: Marc R. Viscogliosi  
Chief Executive Officer

Date: June 16, 2009



**EXHIBIT A**

***All Patents of Paradigm Spine, LLC***

US 5 645 599
FR 2 722 980 B1
JP 3631293 B2
FR 2 837 094 B1
FR 2 835 735 B1
FR 2 794 357 B1
EP 1 164 956 B1
US 7,029,472
FR 2 827 498 B1
FR 2 843 538 B1
EP Design Patent Registration No. 000997630-0001
EP Design Patent Registration No. 000997630-0002
EP Design Patent Registration No. 000997630-0003

## **EXHIBIT B**

### ***All Pending Patent Applications of Paradigm Spine, LLC***

**US 29/309,566**  
DE 40 2008 044 320.9  
3 applications based on  
US application above:  
1. Brazil  
2. Korea; and  
3. Mexico

**US 11/400,586**  
**WO 06/110578**  
AU 2006235255  
CA 2,604,008  
CN 200680020249.2  
EP 06 740 759.3  
HK 08107294.0  
IL 186496  
JP 2008-505598  
KR 10-2007-7026001  
MX/a/2007/012493  
ZA 2007/09546

**US 11/535,210**  
**WO 07/038475**  
EP 06804138.3  
AR P 06 01 04203  
TW 95135538  
VE 2006-002200  
AU 2006294772  
CA 2623883  
CN 200680044172.2  
EP 06 804 138.3  
IL 190417  
JP (not yet assigned)  
KR 10-2008-7008555  
MX/a/2008/004123  
ZA 2008/02860

**US 11/676,141**  
**WO 07/098423**  
DE 10 2007 008 152.0

**US 11/790,727**  
**WO 07/127918**  
AR P 07 01 01850  
DE 10 2007 018 860.0  
TW 96115039  
VE 2007-000866

**US 11/947,188**  
**WO 08/067452**  
AR P 07 01 05284  
DE 10 2007 047 908.7  
TW 96145372  
VE 2007-002615

**US 10/506,219**  
**WO 03/077806**  
JP 2003-575862  
EP 0372583.0  
CA 2003-2478842  
KR 10-2004-7014416

**US 11/952,575**  
**WO 08/073830**  
AR P 07 01 05504  
DE 10 2007 055 745.2  
TW 96146803  
VE 2007-002693

**US 11/537,070**  
**WO 08/041265**  
AR P 06 01 04282  
TW 95135987  
AU 2006297215  
CA 2 624 114  
Cn 200680044495.1  
EP 06 825 234.5  
IL 190418  
JP 2008-533633  
KR 10-2008-7009926  
MX/a/2008/004122  
ZA 2008/02787  
VE 2006-002217

**US 11/538,524**  
**WO 07/041686**  
AR P 06 01 04393  
TW 95137137  
AU 2006299388  
CA 2624861  
CN 200680045777.30  
EP 06 816 369.0  
IL 190622  
JP 2008-534692  
KR 10-2008-7010654  
MX/a/2008/004469  
ZA 2008/02954  
VE 2006-002283

**US 10/766,911**

**US 10/505,469**  
**US 10/760,075**

**US 10/524,174**  
**WO 04/016185**  
EP 03778377  
JP 2004-528580

**WO 07/042638**  
**US 12/083,184**  
AU 2006301135  
CA 2,624,888  
CN 200680043141.5  
EP 06 808 232.0  
FR 0510204  
FR0510207  
IL 190638  
JP 2008-534045  
KR 10-2008-7010766  
MX/a/2008/004558  
ZA 2008/03341

**EXHIBIT C**

**Registered Marks of Paradigm Spine, LLC**

COFLEX	US 3190053
COFLEX	DE 306 48 288
DCI	DE 306 48 289
DSS	US 3505937
PARADIGM SPINE	US 3596580
PARADIGM SPINE (w/ logo)	US 3577909

**EXHIBIT D**

**Pending Trademark Applications of Paradigm Spine, LLC**

The Movement in Spine Care	US 78/610,785
DCI	US 78/933,876
COFLEX-F	US 77/027,203
COFUSE	US 77/079,561
PSLLC	US 77/125,073
HEMI-DISC	US 77/350,914
DSS	CTM 7159908

**EXHIBIT E**

**Registered Community Trade Marks of Paradigm Spine, LLC**

PARADIGM SPINE	CTM No. 4647335
PARADIGM SPINE (w/ design)	CTM No. 4648416
DCI	CTM No. 5257894
COFLEX	CTM No. 5343751