

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warren E. Agin, Chapter 7 Trustee for Innovative Spinal Technologies, Inc.		09/10/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Theken Spine, LLC
Street Address:	1800 Triplett Boulevard
City:	Akron
State/Country:	OHIO
Postal Code:	44306
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3309500	PARAMOUNT
Registration Number:	3309784	PARAMOUNT
Registration Number:	3345328	IST
Registration Number:	3353564	INNOVATIVE SPINAL TECHNOLOGIES
Registration Number:	3376098	IST ////
Registration Number:	3526696	PARAMOUNT
Serial Number:	77295873	COVALENT
Serial Number:	78825969	MOTION COUPLING
Serial Number:	78825972	MULTIAXIAL
Serial Number:	78825964	FULL MOTION
Serial Number:	78499985	MAX-LIF
Serial Number:	78919046	MOVING THE BACK FORWARD.
Serial Number:	78649876	IST SPINE

OP \$565.00 3309500

Serial Number:	78684155	FREEDOM OF MOTION
Serial Number:	78825966	FULL SPECTRUM
Serial Number:	78684139	FOM
Serial Number:	78825968	MICRO MOTION
Serial Number:	77167084	AXIENT
Serial Number:	77399040	CORDANT
Serial Number:	78960803	UNCOMPROMISING
Serial Number:	77295942	CORDANT
Serial Number:	77296835	AXIENT

CORRESPONDENCE DATA

Fax Number: (502)561-0442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 502-584-1135
Email: bmcgraw@middreut.com
Correspondent Name: Brian P. McGraw
Address Line 1: 2500 Brown & Williamson Tower
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Brian P. McGraw
Signature:	/Brian P. McGraw/
Date:	09/16/2009

Total Attachments: 20
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated September 10, 2009 is by Warren E. Agin in his capacity as the qualified Chapter 7 Trustee in Bankruptcy for Innovative Spinal Technologies, Inc., a Delaware corporation having offices at 111 Forbes Boulevard, Mansfield, Massachusetts ("IST"), in favor of Theken Spine, LLC, an Ohio limited liability company having a principal place of business at 1800 Triplett Boulevard, Akron, Ohio ("Assignee").

WHEREAS, IST owns all right, title, and interest in and to the Intellectual Property (defined on page 2 hereof);

WHEREAS, among the Intellectual Property rights owned by IST, IST is the sole owner of the exclusive right, title and interest in and to the trademarks and service marks set forth on Exhibit B-1 hereto (collectively, the "Marks") arising under United States law, and the related registrations or pending applications referenced therein (respectively, the "Registrations" and "Applications"), such Applications based upon IST's actual use of the mark (excepting those Marks identified with an asterisk [*] which are applied for registration based on IST's bona fide intent to use such Marks under Section 1(b) of the Lanham Act);

WHEREAS, with respect to those marks set forth on Exhibit B-1 hereto that are identified with an asterisk [*], regarding which an amendment to allege use or a verified statement of use has not been filed with the United States Patent and Trademark Office pursuant to Section 1 of the Lanham Act, Assignee is a successor to the business of IST and/or a successor to the ongoing and existing portion of the business to which each such mark pertains, thus making assignment of the related Applications permissible under Section 10 of the Lanham Act;

WHEREAS, on May 15, 2009, IST filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Massachusetts, Case No. 09-14415; and

WHEREAS, Warren E. Agin was appointed, and remains, the qualified Chapter 7 trustee (the "Trustee") for IST in said bankruptcy proceedings and has full legal authority and capacity to act on behalf of IST; and

WHEREAS, the Trustee entered into an Asset Purchase Agreement dated July 27, 2009, with Integra LifeSciences Corporation, a Delaware corporation ("Integra") pursuant to which Integra served as the so-called "stalking-horse" bidder to acquire the Trustee's entire right, title, and interest in and to certain assets of IST set forth therein, including, but not limited to, the Intellectual Property (as modified and amended from time to time, and as approved by the Sale Order, as hereinafter defined, the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Trustee's sealed-bid auction on August 24, 2009 and Integra's bid form submitted during that auction (the "Bid Form"), the Asset Purchase Agreement was modified and amended by the Bid Form and accepted by the Trustee as so modified and amended; and

WHEREAS, on August 26, 2009, pursuant to Section 363(b) of the Bankruptcy Code, the United States Bankruptcy Judge for the District of Massachusetts entered an Order authorizing the Trustee to (a) sell certain assets on the terms and subject to the conditions set forth in the Asset Purchase Agreement as modified and amended by the Bid Form, said certain assets including, but not limited to, the Intellectual Property; (b) execute any and all additional conveyances, assignments, agreements, instruments, amendments, schedules and other documents; and (c) do all other things and take all further actions as may be necessary or appropriate for the purpose of properly effecting the sale of the assets, including the Intellectual Property (such Order, the "Sale Order"); and

WHEREAS, Integra assigned all of its legal and equitable rights, privileges, interests, and duties in, to, and under the Asset Purchase Agreement to Assignee in an Assignment and Assumption of Asset Purchase Agreement executed on September 10, 2009, under which Assignee assumed all of Integra's duties, responsibilities, and obligations set forth in the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Trustee, and Trustee desires to assign to Assignee, the entire right, title, and interest in and to the Intellectual Property; and

WHEREAS, in addition to the Asset Purchase Agreement, and the additional documents to be executed by the parties at the closing of the transfers contemplated by the Asset Purchase Agreement, the parties desire to memorialize the assignment of the Intellectual Property:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Trustee hereby assigns, sells, conveys, and transfers to Assignee all the entire right, title, and interest in and to all of the following intellectual property, all of which is hereby defined, and referred to herein, as the "Intellectual Property":

(a) all United States patents and patent applications set forth on Exhibit A-1 attached hereto, including any and all divisionals, continuations, continuations-in-part, renewals, and extensions thereof, as well as any provisionals or non-provisionals claiming priority or having any relationship to any of the aforesaid; and any and all Letters Patent of the United States which may be granted for any of the aforesaid, and any and all reissues and reexaminations thereof; and any and all priority rights, convention rights, and other benefits accruing or to accrue with respect to the filing of applications for patents or the securing of patents in the United States (collectively, the "U.S. Patents"); and including all rights to sue for and recover all damages for past, present, and future infringements of any of the U.S. Patents;

(b) all foreign patents and patent applications set forth on Exhibit A-2 attached hereto, including any and all divisionals, continuations, continuations-in-part, renewals, and extensions thereof, as well as any provisionals or non-provisionals or other similar applications claiming priority or having any relationship to any of the aforesaid; and any and all Letters Patent of all countries outside the United States which may be granted for any of the aforesaid, and any and all reissues, reexaminations, and modifications thereof; and any and all priority rights, convention rights, and other benefits accruing or to accrue with respect to the filing of applications for patents

or the securing of patents in any country outside the United States (collectively, the "Foreign Patents"); and including all rights to sue for and recover all damages for past, present, and future infringements of any of the Foreign Patents;

(c) any and all trademarks and service marks of IST, whether or not registered, arising under United States law, and the entire and exclusive right, title and interest in and to the Marks, Registrations, and Applications set forth on Exhibit B-1 hereto arising under United States law (collectively, the "U.S. Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Marks, including the right to register the Marks in Assignee's name throughout the world; and the sole right to enforce rights in said Marks, Registrations, and Applications, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which the Trustee waives any right to receive any portion thereof;

(d) any and all trademarks and service marks of IST, whether or not registered, applications to register and registrations of the same, including any and all renewals and extensions and all other corresponding or similar rights that are or may be secured under the laws of any countries of the world other than the United States, now or hereafter in effect, and the entire goodwill of the business of IST connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit B-2 attached hereto (collectively, the "Foreign Trademarks"), and the sole right to enforce rights therein, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which the Trustee waives any right to receive any portion thereof;

(e) any and all copyright rights, copyright applications, and copyright registrations of IST and similar protections in each work of authorship of IST and derivative works thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Copyrights"); and including all rights to sue for and recover all damages for past, present, and future infringements of any of the Copyrights;

(f) any and all mask works of IST or similar rights available for the protection of semiconductor chips, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works"); and including all rights to sue for and recover all damages for past, present, and future infringements of any of the Mask Works;

(g) all amendments, substitutions, renewals, and extensions of any of the U.S. Patents, Foreign Patents, U.S. Trademarks, Foreign Trademarks, Copyrights, and/or Mask Works; and

(h) any and all proceeds, incomes, royalties, and payments due or payable to IST after the closing of the transactions contemplated by the Asset Purchase Agreement on any of the foregoing;

THE TRUSTEE HEREBY FURTHER AGREES to sign and execute all necessary and lawful future documents reasonably necessary to perfect Assignee's right, title, and interest in and to the Intellectual Property, which the Assignee may from time to time reasonably request and prepare at Assignee's expense.

THE TRUSTEE HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office to issue to Assignee any Letters Patent granted upon any and all applications described herein and/or set forth on Exhibit A-1, and any offices of foreign countries whose duty it is to issue patents, to issue to Assignee any Letters Patent granted upon any and all applications described herein and/or set forth on Exhibit A-2.

THE TRUSTEE HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office to permit Assignee to be duly recorded as the legal and record owner of each of the U.S. Trademarks set forth on Exhibit B-1, and any offices of foreign countries whose duty it is to issue trademarks, to permit Assignee to be duly recorded as the legal and record owner of each of the Foreign Trademarks set forth on Exhibit B-2.

This Intellectual Property Assignment is pursuant to the terms and conditions of the Asset Purchase Agreement and the Sale Order. Nothing contained in this Intellectual Property Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement and the Sale Order. To the extent any of the provisions in this Intellectual Property Assignment are inconsistent with the Asset Purchase Agreement and/or the Sale Order, the provisions set forth in the Sale Order shall control.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed by persons having full legal capacity and authorization to bind the parties hereto, as of the date of the last to execute below.

Trustee (Assignor)

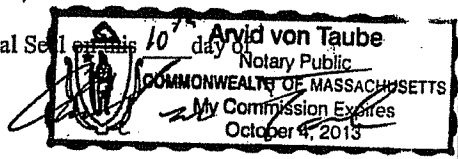
Warren E. Agin, as Chapter 7 Trustee

Date: September 10, 2009

STATE OF Massachusetts)
COUNTY OF Suffolk) :ss

I do hereby certify that Warren E. Agin, personally known to me to be the person who executed the foregoing document on behalf of Assignor, appeared before me this day in person and has acknowledged to me that he/she executed the Intellectual Property Assignment of his/her own free will and as the free will of Assignor, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this September, 2009.



ACCEPTANCE

The undersigned Assignee hereby declares that it accepts the foregoing Intellectual Property Assignment under the terms thereof.

Assignee

Theken Spine, LLC
By: Integra Spine, Inc.
Its: Sole Member

By: Stuart Essig, President and CEO

Date: _____

STATE OF _____)
COUNTY OF _____) :ss

I do hereby certify that Warren, personally known to me to be the person who executed the foregoing document on behalf of Assignee, appeared before me this day in person and has acknowledged to me that he/she executed the Intellectual Property Assignment of his/her own free will and as the free will of Assignee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed by persons having full legal capacity and authorization to bind the parties hereto, as of the date of the last to execute below.

Trustee (Assignor)

Warren E. Agin, as Chapter 7 Trustee

Date:

STATE OF _____)
COUNTY OF _____) :ss

I do hereby certify that _____, personally known to me to be the person who executed the foregoing document on behalf of Assignor, appeared before me this day in person and has acknowledged to me that he/she executed the Intellectual Property Assignment of his/her own free will and as the free will of Assignor, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this ____ day of _____, 2009.

ACCEPTANCE

The undersigned Assignee hereby declares that it accepts the foregoing Intellectual Property Assignment under the terms thereof.

Assignee

Theken Spine, LLC

By: Integra Spine, Inc.

Its: Sole Member

By:

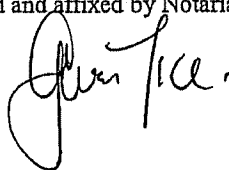
Stuart Essig, President and CEO

Date: September 10, 2009

STATE OF New Jersey)
COUNTY OF Middlesex) :ss

I do hereby certify that Stuart Essig, personally known to me to be the person who executed the foregoing document on behalf of Assignee, appeared before me this day in person and has acknowledged to me that he/she executed the Intellectual Property Assignment of his/her own free will and as the free will of Assignee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal on this 10 day of September, 2009.



GWEN A. TICE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 10, 2012

EXHIBIT A-1
U.S. Patents

Ref.	U.S.S.N.	Title	Filing Date	Pub. No.	Pub. Date	Pat. No.	Issue Date
03-001-US1	10/690,211	System and Method for Stabilizing of Internal Structures	10/21/2003	20050085813	04/21/2005		
	10/990,272	Implant Assembly and Method for Use in an Internal Structure Stabilization System	11/16/2004	20060036244	02/16/2006		
	10/989,715	Extension for Use with Stabilization Systems for Internal Structures	11/16/2004	20060106380	05/18/2006		
	11/676,101	Rod Length Measuring Instrument	02/16/2007	20070173745	07/26/2007		
03-002-US1	10/805,967	Closure Member for a Medical Implant Device	03/22/2004	20050216000	09/29/2005	7214227	05/08/2007
03-003-P2	11/860,485	System and Method for Displacement of Bony Structures	09/24/2007	20080077155	03/27/2008		
03-003-US1	10/837,724	System and Method for Displacement of Bony Structures	05/03/2004	20050245928	11/03/2005		
03-005-US1	10/989,782	Connector Transfer Tool for Internal Structure Stabilization System	11/16/2004	20060079894	04/13/2006		
03-006-US1	10/990,221	Internal Structure Stabilization System for Spanning Three or More Structures	11/16/2004	20060173454	08/03/2006		
03-008-US1	10/991,845	Off-Axis Anchor Guidance System	11/18/2004	20060106394	05/18/2006	7569061	08/04/2009
03-009-L-P1	10/320,989	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	12/17/2002	20040039384	02/26/2004	7306603	12/11/2007
	11/463,539	Systems, Methods and Devices for Placement of Bone Anchors and Connectors	08/09/2006	20070016198	01/18/2007		
	11/463,543	Systems, Methods and Tools for Spinal Surgery	08/09/2006	20070016199	01/18/2007		
	11/463,546	Methods and Systems for Performing Spinal Surgery	08/09/2006	20070016188	01/18/2007		
03-015-D1	29/253,187	Bone Anchor Head	02/02/2006			D589147	03/24/2009
03-017-D1	29/261,357	Rod Length Indicator	06/13/2006			D560128	01/22/2008
03-018-P1	11/762,866	Reduction Device and Method of Use	06/14/2007	20080015601	01/17/2008		
03-019-P1	11/852,668	Kit for Implant Retrieval and Method of Use	09/10/2007	20080065072	03/13/2008		
03-026-P1	12/029,374	Pedicle Screw Driver	02/11/2008	20080200918	08/21/2008		

Ref.	U.S.S.N.	Title	Filing Date	Pub. No.	Pub. Date	Pat. No.	Issue Date
12-002-P1	12/240,718	Dual Cam Locking Cross Connector	09/29/2008				
10-002-P1	11/689,881	Surgical Retractor Device and Method of Use	03/22/2007	20070225568	09/27/2007		
10-003-P1	11/868,843	Surgical Retractor Device and Method of Use	10/08/2007	20090093684	04/09/2009		
10-004-P1	12/021,100	Surgical Retractor with Adjustable Blades and Method of Use	01/28/2008	20080188718	08/07/2008		
	12/021,111	Surgical Retractor with Removable Blades and Method of Use	01/28/2008	20080183046	07/31/2008		
	12/021,119	Flexible Surgical Retractor and Method of Use	01/28/2008	20080183044	07/31/2008		
10-005-P1	11/772,668	Surgical Retractor and Method of Use	07/02/2007	20080033251	02/07/2008		
04-035-P1	12/131,725	Polyaxial Bone Anchor with Increased Angulation	06/02/2008	20090118772	05/07/2009		

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Ref.	U.S.S.N.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
05-003-P1	11/228,892	System and Method for Disc Replacement	09/16/2005				
05-004-P1	11/007,648	Nucleus Replacement Securing Device and Method	12/07/2004	20050125066	06/09/2005		Abandoned
	11/473,302	Nucleus Replacement Securing Device and Method	06/22/2006	20060271198	11/30/2006	7354453	04/08/2008
	12/030,090	Nucleus Replacement Securing Device and Method	02/12/2008	20080200951	08/21/2008		
06-001-US1	11/303,843	Instruments for Inserting Spinal Disc Implants	12/16/2005				
06-002-US1	11/303,311	Expandable Implants for Spinal Disc Replacement	12/16/2005	20060142858	06/29/2006		Abandoned
06-004-P1	11/614,540	Reticulated Delivery Instrument	12/21/2006	20070142843	06/21/2007		
06-004-P3	11/690,692	Instruments for Delivering Spinal Implants	03/23/2007	20070225726	09/27/2007		
06-006-P1	11/690,677	Flexible Cage Spinal Implant	03/23/2007	20070225810	09/27/2007		
06-008-P1	11/767,868	Offset Radius Lordosis	06/25/2007	20080065219	03/13/2008		
06-010-P1	11/852,183	Steerable Rasp/Trial Inserter	09/07/2007	20080065082	03/13/2008		
06-010-P2	11/860,480	Steerable Rasp/Trial Member Inserter and Method of Use	09/24/2007	20080077150	03/27/2008		
	11/860,482	Removable Rasp/Trial Member Insert, Kit and Method of Use	09/24/2007	20080077241	03/27/2008		
06-011-P1	12/018,913	Adaptable Tool Removal Device and Method	01/24/2008	20080208202	08/28/2008		
06-011-P2	12/146,309	Medical Impact Tool Adaptor and Method	06/25/2008	20090143785	06/04/2009		

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Ref.	U.S.S.N.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
11-001-P1	11/954,921	Active Settling Plate and Method of Use	12/12/2007	20080147125	06/19/2008		
	11/955,077	Active Settling Plate with Elastomeric Members and Method of Use	12/12/2007	20080154312	06/26/2008		
11-003-P1	12/187,252	Cervical Plate Instrument Kit	08/06/2008	20090177239	07/09/2009		

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Ref.	U.S.S.N.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
04-001-US1	11/443,236	System and Method for Dynamic Skeletal Stabilization	05/30/2006	20060247637	11/02/2006		
	10/914,751	System and Method for Dynamic Skeletal Stabilization	08/09/2004	20060036240	02/16/2006		
	12/044,810	System and Method for Dynamic Skeletal Stabilization	03/07/2008	20080154307	06/26/2008		
04-004-US1	11/303,138	Three Column Support Dynamic Stabilization System and Method of Use	12/16/2005				
04-005-P1	10/645,202	Metal-Backed UHMWPE Rod Sleeve System Preserving Spinal Motion	08/21/2003	20040143264	07/22/2004		Abandoned
04-012-P1	11/467,798	Alignment Instrument for Dynamic Spinal Stabilization Systems	08/28/2006	20070049936	03/01/2007		
04-014-P1	11/678,465	Aligning Cross-Connector	02/23/2007	20070233090	10/04/2007		
04-15-P1	11/678,469	Multi-Level Spherical Linkage Implant System	02/23/2007	20070233091	10/04/2007		
04-018-P1	11/693,394	Dynamic Motion Spinal Stabilization System	03/29/2007	20070233094	10/04/2007		
04-019-P1	11/738,990	Dynamic Motion Spinal Stabilization System and Device	04/23/2007	20070288012	12/13/2007		
04-020-P1	11/780,343	System and Method for a Spinal Implant Locking Assembly	07/19/2007	20080021464	01/24/2008		
04-026-P1	11/852,821	Offset Dynamic Motion Spinal Stabilization System	09/10/2007	20080065073	03/13/2008		
04-031-P1	11/969,165	Dynamic Linking Member for Spine Stabilization System	01/03/2008	20080167687	07/10/2008		
04-037-P1	12/393,918	Dynamic Spinal Implants and Method of Use	02/26/2009				
08-001-P2	11/462,319	Annular Access Devices	08/03/2006	20070055379	03/08/2007		
08-001-US1	11/229,233	System and Method to Access Annulus Tissue	09/17/2005				
08-002-P2	11/535,383	Annular Access Device using T-Anchors	09/26/2006	20070073342	03/29/2007		
13-002-P2	12/269,550	Vertebral Interbody Compression Implant	11/12/2008				
13-003-D1	29/298,419	Spinous Process Implant	12/05/2007				

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EXHIBIT A-2
Foreign Patents

Country	App. No.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
Canada	2543069	System and Method for Stabilization of Internal Structures	10/21/2004	2543069	05/12/2005		
Europe	04796060.4	System and Method for Stabilization of Internal Structures	10/21/2004	1682022	07/26/2006		
WIPO	PCT/US2004/035000	System and Method for Stabilization of Internal Structures	10/21/2004	2005041799	05/12/2005		
Australia	2005294161	A Spinal Implant Stabilization System	10/10/2005	2005294161	04/20/2006		
Canada	2588099	A Spinal Implant Stabilization System	10/10/2005	2588099	04/20/2006		
Europe	05805763.9	A Spinal Implant Stabilization System	10/10/2005	1796560	06/20/2007		
WIPO	PCT/US2005/036339	A Spinal Implant Stabilization System	10/10/2005	2006042188	04/20/2006		
Taiwan	094108688	Closure Member for a Medical Implant Device	03/21/2005			1262780	10/01/2006
WIPO	PCT/US2005/009616	Closure Member for a Medical Implant Device	03/22/2005	2005092223	10/06/2005		
Canada	2564405	System and Method for Displacement of Bony Structures	10/26/2006	2564405	11/17/2005		
Europe	05744243.6	System and Method for Displacement of Bony Structures	05/02/2005	1744694	01/24/2007		
Taiwan	094114156	System and Method for Displacement of Bony Structures	05/02/2005	Not Available			
WIPO	PCT/US2005/015521	System and Method for Displacement of Bony Structures	05/02/2005	2005107415	11/17/2005		
Australia	2005294162	Connector Transfer Tool for Internal Structure Stabilization Systems	10/10/2005	2005294162	04/20/2006		
Canada	2581882	Connector Transfer Tool for Internal Structure Stabilization Systems	10/10/2005	2581882	04/20/2006		
Europe	05806488.2	Connector Transfer Tool for Internal Structure Stabilization Systems	10/10/2005	1796565	06/20/2007		
WIPO	PCT/US2005/036340	Connector Transfer Tool for Internal Structure Stabilization Systems	10/10/2005	2006042189	04/20/2006		
Australia	2005306715	Off-Axis Anchor Guide System	11/15/2005	2005306715	05/26/2006		
Canada	2587570	Off-Axis Anchor Guide System	11/15/2005	2587570	05/26/2006		
WIPO	PCT/US2005/041028	Off-Axis Anchor Guide System	11/15/2005	2006055448	05/26/2006		
Europe	05849307.3	Off-Axis Anchor Guide System	05/24/2007	1814476	08/08/2007		
China	03824485.3	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003	1700889	11/23/2005		

Country	App. No.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
Europe	03793332.2	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003	1545355	06/29/2005	1545355	12/10/2008
Europe	08171095.6	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003				
Japan	PCT/US2003/026435	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003				
Mexico	PA/a/2005/02050	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003	PA2005/002050	06/08/2005		
New Zealand	538853	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003				
WIPO	PCT/US2003/026435	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	08/21/2003	2004017847	03/04/2004		
Canada	2496371	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	02/21/2005	2496371	03/04/2004		
Australia	2003260019	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	02/23/2005	2003260019	03/11/2004	2003260019	04/24/2008
South Korea	2005-0016141	Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods	02/25/2005				
Austria		Device and Method for Percutaneous Placement of Lumbar Pedicle Screws and Connecting Rods		416703	12/15/2008		

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Country	App. No.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
WIPO	PCT/US2004/041439	Nucleus Replacement Securing Device and Method	12/08/2004	2005055874	06/23/2005		
WIPO	PCT/US2005/45995	Expandable Implants for Spinal Disc Replacement	12/16/2005	2006066228	06/22/2006		

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Country	App. No.	Title	Filing Date	Publication	Pub. Date	Patent	Issue Date
Australia	2005274013	System and Method for Dynamic Skeletal Stabilization	08/08/2005	2005274013	02/23/2006		
Canada	2574277	System and Method for Dynamic Skeletal Stabilization	08/08/2005	2574277	02/23/2006		
Taiwan	94126913	System and Method for Dynamic Skeletal Stabilization	08/08/2005				
WIPO	PCT/US2005/027996	System and Method for Dynamic Skeletal Stabilization	08/08/2005	2006020530	02/23/2006		
Europe	05784139.7	System and Method for Dynamic Skeletal Stabilization	01/10/2007	1776053	04/25/2007		
WIPO	PCT/US2003/026333	Metal-Backed UHMWPE Rod Sleeve System Preserving Spinal Motion	08/21/2003	2004017817	03/04/2004		
Australia	2003265597	Metal-Backed UHMWPE Rod Sleeve System Preserving Spinal Motion	08/21/2003	2003265597	03/11/2004		
WIPO	PCT/US2006/033440	Alignment Instrument for Dynamic Spinal Stabilization Systems	08/28/2006	2007025236	03/01/2007		
Canada	2620615	Alignment Instrument for Dynamic Spinal Stabilization Systems	02/26/2008	2620615	03/01/2007		
Australia	2006282786	Alignment Instrument for Dynamic Spinal Stabilization Systems	02/28/2008	2006282786	03/01/2007		
Europe	06802431.4	Alignment Instrument for Dynamic Spinal Stabilization Systems	03/26/2008	1933741	06/25/2008		
WIPO	PCT/US2007/065525	Dynamic Motion Spinal Stabilization System	03/29/2007	2007115108	10/11/2007		
Japan	2009-503281	Dynamic Motion Spinal Stabilization System	09/29/2008				
Australia	2007233130	Dynamic Motion Spinal Stabilization System	10/29/2008	2007233130	10/11/2007		
Europe	07759717.7	Dynamic Motion Spinal Stabilization System	10/29/2008	2007297	12/31/2008		
WIPO	PCT/US2008/062110	Implant Insertion and Alignment System	04/30/2008	2008134758	11/06/2008		

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EXHIBIT B-1
U.S. Trademarks

"Mark" ([*] denotes pending intent to use application)	Serial No. (SN) Reg. No. (RN)	Filing Date	Registration Date
PARAMOUNT	SN:78-817169 RN:3,309,500	February 16, 2006	October 9, 2007
PARAMOUNT	SN:78-892944 RN:3,309,784	May 25, 2006	October 9, 2007
IST and Design 	SN:78-650189 RN:3,345,328	June 14, 2005	November 27, 2007
INNOVATIVE SPINAL TECHNOLOGIES	SN:78-691936 RN:3,353,564	August 12, 2005	December 11, 2007
IST /// (Stylized) 	SN:78-960589 RN:3,376,098	August 25, 2006	January 29, 2008
PARAMOUNT and Design paramount	SN:77-328925 RN:3,526,696	November 14, 2007	November 4, 2008
[*] COVALENT	SN:77-295873	October 4, 2007	[Application pending]
[*] MOTION COUPLING	SN:78-825969	March 1, 2006	[Application abandoned]
[*] MULTIAXIAL	SN:78-825972	March 1, 2006	[Application abandoned]
[*] FULL MOTION	SN:78-825964	March 1, 2006	[Application abandoned]
[*] MAX-LIF	SN:78-499985	October 14, 2004	[Application abandoned]
[*] MOVING THE BACK FORWARD.	SN:78-919046	June 28, 2006	[Application abandoned]
[*] IST SPINE	SN:78-649876	June 14, 2005	[Application abandoned]

"Mark" ([*] denotes pending intent to use application)	Serial No. (SN) Reg. No. (RN)	Filing Date	Registration Date
[*] FREEDOM OF MOTION	SN:78-684155	August 2, 2005	[Application abandoned]
[*] FULL SPECTRUM	SN:78-825966	March 1, 2006	[Application abandoned]
[*] FOM	SN:78-684139	August 2, 2005	[Application abandoned]
[*] MICRO MOTION	SN:78-825968	March 1, 2006	[Application abandoned]
[*] AXIENT	SN:77-167084	April 27, 2007	[Application abandoned]
[*] CORDANT and Design cordant	SN:77-399040	February 16, 2008	[Application abandoned]
[*] UNCOMPROMISING	SN:78-960803	August 25, 2006	[Application abandoned]
[*] CORDANT	SN:77-295942	October 4, 2007	[Application abandoned]
[*] AXIENT (Stylized) axient	SN:77-296835	October 5, 2007	[Application abandoned]

EXHIBIT B-2
Foreign Trademarks

Mark	Country	Serial/Reg. No.	Filing Date	Status	Registration/ Abandonment/ Date
PARAMOUNT	Brazil	900956674	June 6, 2008	Pending/ Opposition Filed	Opp. Filed: 4/22/09
AXIENT	Brazil	00956640	June 6, 2008	Pending/ Published	Published: 9/2/08
INNOVATIVE SPINAL TECHNOLOGIES	Brazil	900955759	June 5, 2008	Pending/ Published	Published: 9/2/08
PARAMOUNT	Chile	T15097CL00	n/a	Mailed	n/a
AXIENT	Chile	T15118CL00	n/a	Mailed	n/a
INNOVATIVE SPINAL TECHNOLOGIES	Chile	T15086CL00	n/a	Mailed	n/a
PARAMOUNT	European Union	006962542	June 4, 2008	Pending/ Published for Opposition	Published: 4/27/09
AXIENT	European Union	006962583	June 4, 2008	Pending/ Approved	Approved: 12/30/08
INNOVATIVE SPINAL TECHNOLOGIES	European Union	006962765	June 4, 2008	Withdrawn	12/9/08
AXIENT	Mexico	Reg. No. 1062792 App. No. 938319	June 3, 2008	Registered	Sept. 26, 2008
INNOVATIVE SPINAL TECHNOLOGIES	Mexico	938320		No evidence of filed application	
PARAMOUNT	Mexico	938318		No evidence of filed application	

EXHIBIT C
Copyrights

None.

EXHIBIT D
Mask Works

None.