

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                     | Formerly | Execution Date | Entity Type                         |
|--------------------------|----------|----------------|-------------------------------------|
| FSI Acquisition Sub, LLC |          | 11/05/2009     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                   |                                      |
|-------------------|--------------------------------------|
| Name:             | General Electric Capital Corporation |
| Street Address:   | Two Bethesda Metro Center            |
| Internal Address: | Suite 600                            |
| City:             | Bethesda                             |
| State/Country:    | MARYLAND                             |
| Postal Code:      | 20814                                |
| Entity Type:      | CORPORATION: DELAWARE                |

**PROPERTY NUMBERS Total: 6**

| Property Type  | Number   | Word Mark                                    |
|----------------|----------|--|
| Serial Number: | 78688558 | DFAS   |
| Serial Number: | 78688599 | DISC FACET ARTHROPLASTY SYSTEM               |
| Serial Number: | 78266919 | TFAS   |
| Serial Number: | 78265227 | TOTAL FACET ARTHROPLASTY SYSTEM              |
| Serial Number: | 78431649 | MIFAS  |
| Serial Number: | 78431656 | MINIMALLY INVASIVE FACET ARTHROPLASTY SYSTEM |

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-2533  
 Email: jbalcita@kslaw.com  
 Correspondent Name: King & Spalding LLP  
 Address Line 1: Jeffrey P. Balcita  
 Address Line 2: 1180 Peachtree Street

CH \$165.00 78688558

**900147009**

**TRADEMARK  
 REEL: 004091 FRAME: 0521**

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09642.233006

NAME OF SUBMITTER: Jeffrey P. Balcita

Signature: /Jeffrey P. Balcita/

Date: 11/05/2009

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2009, by FSI ACQUISITION SUB, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the entities or persons named therein as Loan Parties, Agent and the financial institutions signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Term Loan;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Trademark Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Trademark Collateral by or on behalf of Grantor; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

“Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of executed signature pages of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]





**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks and Tradenames (and applications therefor):**

| <b>APPLICATION<br/>NUMBER</b> | <b>REGISTRATION<br/>NUMBER</b> | <b>MARK</b>                                     |
|-------------------------------|--------------------------------|---|
| 78688558                      |                                | DFAS  |
| 78688599                      |                                | DISC FACET ARTHROPLASTY SYSTEM                  |
| 78266919                      | 3083441                        | TFAS  |
| 78265227                      | 3142846                        | TOTAL FACET ARTHROPLASTY SYSTEM                 |
| 78431649                      |                                | MIFAS   |
| 78431656                      |                                | MINIMALLY INVASIVE FACET ARTHROPLASTY<br>SYSTEM |