

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avanta Orthopaedics, LLC		11/20/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp., as Administrative Agent		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2286902	AVANTA ORTHOPAEDICS	
Registration Number:	2491633	RHEAD	
Registration Number:	3012341	SYSTEM PACK	
Registration Number:	2505686	UHEAD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27472-10520		

CH \$115.00 2286902

**900148423**

**TRADEMARK**  
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NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/24/2009
Total Attachments: 5 source=Avanta TSA#page1.tif source=Avanta TSA#page2.tif source=Avanta TSA#page3.tif source=Avanta TSA#page4.tif source=Avanta TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 20, 2009, is made by Avanta Orthopaedics, LLC, a Delaware limited liability company located at 505 Park Avenue, 14<sup>th</sup> Floor, New York, NY 10022 ("Assignor") in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46<sup>th</sup> floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of November 20, 2009, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Assignor hereby grants to the Assignee, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Assignee hereby accepts such assignment from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

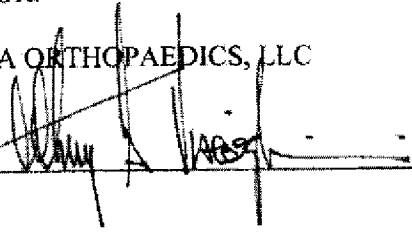
This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

AVANTA ORTHOPAEDICS, LLC

By:  
Name:  
Title:



*Signature Page to Trademark Security Agreement  
for Avanta Orthopaedics, LLC*

**TRADEMARK**  
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Agreed and Accepted:

FORTRESS CREDIT CORP.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: **CONSTANTINE M. DAKOLIAS**  
Title: **PRESIDENT**

*Signature Page to Trademark Security Agreement  
for Avanta Orthopaedics, LLC*

**TRADEMARK**  
**REEL: 004102 FRAME: 0091**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY

ss.:

COUNTY OF NY

BY INSTRUMENT 6

On this 20<sup>th</sup> day of Nov., 2009, before me personally came V. S. CHEN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO & Chairman of Avanta Orthopaedics, LLC, a Company, and that s/he executed Trademark Security Agreement the foregoing instrument in the name of Avanta Orthopaedics, LLC and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

*Deborah Lynn Wollenberg*  
Notary Public

DEBORAH LYNN WOLLENBERG  
Notary Public, State of New York  
No. 01WO8198314  
Qualified in New York County  
Commission Expires December 15, 2012

*Trademark Security Agreement  
for Avanta Orthopaedics, LLC*

Schedule 1A  
Avanta Orthopaedics

Product	Mark	Appl./ Reg. No.	Filing Date	Reg. Date	Country	Class	Owner	Comments
Head Radial Head Implant, Head RECON Radial Head Implant	AVANTA ORTHOPAEDICS RHEAD (Stylized)	75178026 2286902 76126299 2491633	10/07/19/96  09/12/2000	10/19/1999  09/18/2001	US  US	10 Int.  10 Int.	Avanta Orthopaedics, LLC  Avanta Orthopaedics, LLC	
Complete Surgical Set for Individual Surgeries	SYSTEM PACK UHEAD (Stylized)	78308594 3012341 76126298 2505686	10/02/2003  09/12/2000	11/01/2005  11/06/2001	US  US	10 Int.  10 Int.	Avanta Orthopaedics, LLC  Avanta Orthopaedics, LLC	

TRADEMARK

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RECORDED: 11/24/2009