

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
Facet Solutions, Inc.		11/05/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3382874	AFRS	
Registration Number:	3538793	FACET SOLUTIONS INC	
Serial Number:	77553487	ACADIA	
Serial Number:	77553507	VIKING	
Serial Number:	78638317	AFR	
Serial Number:	78638324	MIAFR	
Serial Number:	78825743	FACET SOLUTIONS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		

CH \$190.00 3382874

900161297

TRADEMARK
 REEL: 004198 FRAME: 0782

Address Line 4: East Palo Alto, CALIFORNIA 94303	
ATTORNEY DOCKET NUMBER:	361496-56 (MCS15097)
NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/ Charlotte X. Fu
Date:	05/04/2010
<p>Total Attachments: 12</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page1.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page2.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page3.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page4.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page5.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page6.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page7.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page8.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page9.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page10.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page11.tif</p> <p>source=TriplePoint-IP Agmt-Facet-20091105#page12.tif</p>	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated November 5, 2009 by and between TriplePoint Capital LLC, a Delaware limited liability company and Facet Solutions, Inc., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is Facet Solutions, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Facet Solutions, Inc..

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated June 9, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in, among other things, all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any intent-to-use trademark application at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such intent to use trademark would materially and adversely affect Your rights to such trademarks under to applicable law.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be reasonably necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney in fact to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your successors and assigns, and shall inure to the benefit of Us, and Our nominees, successors and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

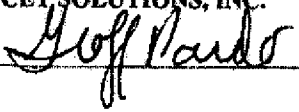
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: **FACET SOLUTIONS, INC.**
Signature: 
Print Name: _____
Title: _____

Us: **TRIPLEPOINT CAPITAL LLC**
Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: FACET SOLUTIONS, INC.

Signature: _____

Print Name: _____

Title: _____

Us: TRIPLEPOINT CAPITAL LLC

Signature:  _____

Print Name: **Sajal Srivastava**
Title: **Chief Operating Officer**

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between Facet Solutions, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued		Patent Number
ARTIFICIAL FACET JOINT	Expired	11/5/1996	5,571,191
ARTIFICIAL FACET JOINT	In Force	6/27/2000	RE36,758
PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	In Force	7/16/2002	6,419,703
MULTIPLE FACET JOINT REPLACEMENT	In Force	5/20/2003	6,565,605
FACET JOINT REPLACEMENT	In Force	6/17/2003	6,579,319
PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	In Force	6/7/2005	6,902,580
FACET JOINT REPLACEMENT	In Force	5/9/2006	7,041,136
MULTIPLE FACET JOINT REPLACEMENT	In Force	7/11/2006	7,074,237
METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	In Force	8/15/2006	7,090,698
METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	In Force	11/4/2008	7,445,635
SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	In Force	3/24/2009	7,507,242
PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	In Force	7/28/2009	7,566,345
SURGICAL MEASUREMENT SYSTEMS AND METHODS	In Force	9/15/2009	7,588,578
SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPOSITION SURFACE AND BONE BED AND METHODS OF USE	In Force	9/15/2009	7,588,590

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
LINKED BILATERAL SPINAL FACET IMPLANTS AND METHODS OF USE	Published 6/2/2004	10/860495
SPINAL FACET JOINT IMPLANT	Published 6/2/2004	10/860487
SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	Published 6/2/2004	10/860543
FACET JOINT REPLACEMENT	Published 8/24/2005	11/211849
POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	Published 2/22/2005	11/063941
POLYAXIAL ORTHOPEDIC FASTENING APPARATUS WITH INDEPENDENT LOCKING MODES	Published 12/19/2005	11/312323
FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	Published 2/7/2006	11/350179
POLYAXIAL REAMING APPARATUS AND METHOD	Published 3/24/2006	11/388389
SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	Published 8/9/2006	11/463513
LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	Published 4/12/2007	11/734502
FACET JOINT REPLACEMENT TAPER-LOCKING FIXATION SYSTEM	Published 2/1/2007	11/670292
FACET JOINT REPLACEMENT	Published 1/10/2008	11/972158
FACET JOINT REPLACEMENT	Published 4/17/2008	12/104855
FACET JOINT REPLACEMENT	Published 4/17/2008	12/104726
SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT WITH DETACHABLE COUPLER	Published 8/29/2008	12/201148
SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	Published 8/29/2008	12/201046
SYSTEM AND METHOD FOR IMPLANT ANCHORAGE WITH ANTI-ROTATION FEATURES	Published 8/29/2008	12/201086
SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	Published 8/29/2008	12/201128
SYSTEM AND METHOD FOR BONE ANCHORAGE	Published 8/29/2008	12/201171
SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	Published 8/29/2008	12/201198
SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	Published 9/29/2008	12/240412
SURGICAL MEASUREMENT SYSTEMS AND METHODS	Published 9/29/2008	12/240457

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	Published 9/29/2008	12/240070
LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	Published 9/29/2008	12/240281
SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	Published 9/29/2008	12/240512
SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPPOSITION SURFACE AND BONE BED AND METHODS OF USE	Published 9/29/2008	12/240047
LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	Published 9/29/2008	12/240244
SPINAL FACET JOINT IMPLANT METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	Published 9/29/2008 Published 10/31/2008	12/240320 12/262341
PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	Published 12/5/2008	12/328964
APPARATUS AND METHOD FOR POSTERIOR STABILIZATION	Unpublished 3/14/2005	11/079755
TOTAL SPINE JOINT REPLACEMENT	Expired 3/2/2001	60/273031
FACET JOINT REPLACEMENT	Expired 9/23/2003	60/505199
GUIDE WIRE INSTRUMENT FOR SPINAL IMPLANT PREPARATION	Expired 12/10/2003	60/528726
SPHERICAL ARTICULATING IMPLANT SURFACE	Expired 2/17/2004	60/545094
SPHERICAL IMPLANT AND BONE BED	Expired 2/17/2004	60/545101
LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	Expired 4/26/2004	60/565717
FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	Expired 3/28/2005	60/666201
POLYAXIAL REAMING APPARATUS AND METHOD	Expired 3/28/2005	60/666209
AFR SURGICAL INSTRUMENTATION AND TECHNIQUE	Expired 1/9/2006	60/757592

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
MULTI-LEVEL FACET ARTHROPLASTY WITH ADJACENT LEVEL FUSION TAPER-LOCKING ROD FIXATION SYSTEM	Expired 1/19/2006	60/760863
AFRS MULTI-LEVEL IMPLANT SYSTEM	Expired 1/10/2007	60/884233
INFERIOR FACET IMPLANT HOLDER WITH CLAMP RETENTION	Expired 4/17/2007	60/912323
MONORAIL INSTRUMENT GUIDANCE SYSTEM FOR LUMBAR SPINAL SURGERY	Expired 7/16/2007	60/950012
LINEAR POLYAXIAL LOCKING MECHANISM WITH TOOL	Expired 7/16/2007	60/950021
MOBILE INFERIOR FACET BEARING WITH SUPERIOR CLIP	Expired 7/16/2007	60/950031
DYNAMIC STABILIZATION AND STATIC FIXATION OPTIONS FOR FACET REPLACEMENT PROSTHESIS	Expired 7/16/2007	60/950038
INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS	Expired 8/23/2007	60/957505
SYSTEMS AND METHODS FOR LESS INVASIVE FACET JOINT REPLACEMENT	Expired 8/28/2007	60/968324
MONOLITHIC INFERIOR IMPLANT STRUT WITH INTEGRAL CROSS LINK CLAMP	Expired 8/30/2007	60/968925
CROSS LINK CLAMP	Expired 9/27/2007	60/975731
SUPERIOR INSTRUMENT	Expired 11/1/2007	60/984428
ADJUSTABLE INFERIOR FACET REPLACEMENT WITH MEDIAL-LATER SLIDE ADJUSTMENT	Expired 11/1/2007	60/984434
LOW PROFILE POLYAXIAL FACET IMPLANT	Expired 11/1/2007	60/984594
HINGED EYELET SCREW	Expired 11/2/2007	60/984798
ADJUSTABLE FACET IMPLANT BASE PIECE	Expired 11/2/2007	60/984814
INFERIOR STRUT UPDATE	Expired 11/2/2007	60/984983
CERVICAL PLATE WITH FACET MOTION CONTROL	Expired 12/17/2007	61/014344
INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS INCLUDING POSTERIOR COMBINATION DISCS	Expired 12/21/2007	61/015840
INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS AND METHODS FOR IMPLANT ALIGNMENT	Expired 12/21/2007	61/015866
	Expired 12/21/2007	61/015876

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
EYELET PEDICLE SCREW WITH MULTI-AXIAL FIXATION	Expired 12/21/2007	61/015886
AFRS GENERATION II INSTRUMENTS	Expired 1/28/2008	61/023927
TOP LOADING RECEIVER FOR AN ADJUSTABLE FACET REPLACEMENT	Expired 3/4/2008	61/033473
FACET JOINT REPLACEMENT	Expired 3/27/2008	61/040041
SPINAL FIXATION ON AN IMPLANT BASE	Expired 4/7/2008	61/042896
INFERIOR BASE-SPLIT CLAMP AND MULTI-LEVEL SPLIT CLAMP	Expired 4/16/2008	61/045526

SCHEDULE B

To Plain English Intellectual Property Security Agreement Between Facet Solutions, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
AFRS" TRADEMARK"	2/12/2008	3,382,874	In Force
FACET SOLUTIONS	11/25/2008	3,538,793	In Force

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
MARK: ACADIA	8/22/2008	77/553,487	Filed
MARK: VIKING	8/22/2008	77/553,507	Filed
AFR" TRADEMARK"	5/26/2005	78/638,317	Inactive
MIAFR" TRADEMARK"	5/26/2005	78/638,324	Inactive
FACET SOLUTIONS, INC." LOGO"	2/28/2006	78/825,743	Filed

SCHEDULE C
To Plain English Intellectual Property Security Agreement
Between Facet Solutions, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		