

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
Omni Life Science, Inc.		08/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth III, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3600179	OMNI LIFE SCIENCE	
Registration Number:	3470976	ENZTEC	
Registration Number:	3596557		
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG3-OMNI		
NAME OF SUBMITTER:	Benjamin Greenspan		
Signature:	/bg2/		

OP \$90.00 3600179

900169873

**TRADEMARK
 REEL: 004264 FRAME: 0437**

Date:

08/20/2010

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of August 20, 2010 ("Agreement"), is between each of Orthopaedic Synergy, Inc. and Omni Life Science, Inc., each a Delaware corporation with its principal place of business at 50 O'Connell Way #10, E. Taunton, MA 02718 ("Assignor") and Partners for Growth III, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date with this Agreement, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Agreement, by and among Assignor and Assignee;

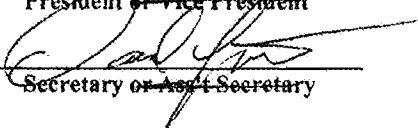
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Borrower:

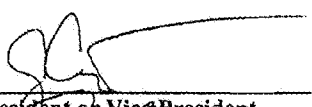
ORTHOPAEDIC SYNERGY, INC.

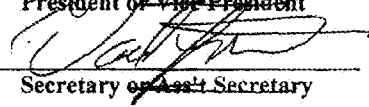
By _____
President or Vice President

By  _____
Secretary or Asst Secretary

Borrower:

OMNI LIFE SCIENCE, INC.

By  _____
President or Vice President

By  _____
Secretary or Asst Secretary

PFG:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date with this Agreement, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Borrower:

ORTHOPAEDIC SYNERGY, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

Borrower:

OMNI LIFE SCIENCE, INC.

By _____
President or Vice President

By _____
Secretary or Ass't Secretary

PFG:

PARTNERS FOR GROWTH III, L.P.

By Lorraine Nield

Name: Lorraine Nield

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1
Orthopaedic Synergy, Inc.
OMNI Life Science, Inc.

Trademark Schedule

US Trademarks	
Serial / Registration Number / Date	Mark
3,600,179 31-Mar-2009 (OMNI)	OMNI life science
3,596,557 24-Mar-2009 (OMNI)	Logo
3,470,976 (ENZTEC)	"ENZTEC"

Non-US Trademarks	
Serial / Registration Number / Date	Mark
76775 (New Zealand) (ENZTEC)	"ENZTEC" logo
766774 (New Zealand) (ENZTEC)	"ENZTEC"