

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
VERTIFLEX, INC.		08/26/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	EXACTECH, INC.		
Street Address:	2320 NW 66TH COURT		
City:	GAINSVILLE		
State/Country:	FLORIDA		
Postal Code:	32653		
Entity Type:	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Registration Number:	3811247	SHOCKWAVE	
Registration Number:	3395482	ORACLE	
Registration Number:	3565075	OCTANE	
Registration Number:	3655159	MAINFRAME	
Registration Number:	3559574	SILVERBOLT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(512)853-8801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5128538800		
Email:	ebmpto@intprop.com		
Correspondent Name:	Eric B. Meyertons		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		
ATTORNEY DOCKET NUMBER:	6409-00000		

CH \$140.00 3811247

NAME OF SUBMITTER:	Eric B. Meyertons
Signature:	/Eric B. Meyertons/
Date:	09/17/2010
<b>Total Attachments: 8</b> source=Trademark_Assignments#page1.tif source=Trademark_Assignments#page2.tif source=Trademark_Assignments#page3.tif source=Trademark_Assignments#page4.tif source=Trademark_Assignments#page5.tif source=Trademark_Assignments#page6.tif source=Trademark_Assignments#page7.tif source=Trademark_Assignments#page8.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 27 day of August, 2010 ("Effective Date") by and between Vertiflex, Inc., a Delaware corporation with its principal office and place of business located at 1351 Calle Avanzado, San Clemente, California 92673 ("ASSIGNOR"), and Exactech, Inc., a Florida corporation with its principal office and place of business located at 2320 NW 66th Court, Gainesville, Florida, 32653 ("ASSIGNEE").

### BACKGROUND

WHEREAS, ASSIGNOR and ASSIGNEE have entered into agreements entitled the "Asset Purchase Agreement" and "Bill of Sale, Assignment and Assumption Agreement" on or about the Effective Date of this Agreement (collectively, the "Purchase Agreements");

WHEREAS, the Purchase Agreements sell certain assets of ASSIGNOR to ASSIGNEE including, but not limited to, the Marks (as defined below), for various payments by ASSIGNEE to ASSIGNOR; and

WHEREAS, ASSIGNOR and ASSIGNEE enter into this Agreement in order to further assign the Marks from ASSIGNOR to ASSIGNEE, and to set forth additional terms and conditions for such assignment.

NOW, THEREFORE, in consideration of \$100.00 (included as part of certain other payments), and in consideration of the mutual agreements contained herein and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, the parties hereby agree as follows:

### AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE any and all of ASSIGNOR'S worldwide rights, titles, and interests in and to the United States and foreign trademarks for "PHANTOM", "PROTÉGÉ", "SILVERBOLT SPINAL SYSTEM", "SHOCKWAVE", "ORACLE", "OCTANE", "~~DIABOL~~ MAINFRAME", "SENTINEL", and "SILVERBOLT" (including, but not limited to, the United States and foreign applications and registrations listed in the document attached hereto as Exhibit 1) (collectively, the "Marks"), together with (1) the goodwill of the business relating to the products and services with respect to which the Marks are used, or in conjunction with which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including, but not limited to, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to

ASSIGNEE all of its rights, titles, and interests in and to the trade dress, labels, designs, domain names, and websites associated with the Marks.

3. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in ASSIGNEE the full rights, titles, and interests in and to the Marks. ASSIGNOR warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has or will be voluntarily or knowingly made to others by ASSIGNOR (except has provided herein in this Agreement), and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR.

4. ASSIGNOR acknowledges that ASSIGNEE is now the owner of the Marks. ASSIGNOR shall not in any country throughout the world:

- (a) attack or challenge the title or any rights of ASSIGNEE or any related third party in or to the Marks;
- (b) voluntarily do, cause to be done, or omit to do anything, or assist anyone else to so anything, the doing, causing, omitting, or assisting of which would contest or in any way impair or tend to impair (i) the rights of ASSIGNEE or any related third party in the Marks, (ii) the enforceability and/or validity of the Marks, or (iii) any cause of action that ASSIGNEE or any related third party may have concerning infringement of the Marks;
- (c) apply to register or maintain any application or registration of the Marks, or any other marks confusingly similar thereto, in any jurisdiction, domestic or foreign;
- (d) use the Marks (or any trademark, service mark, trade name, domain name, insignia or logo that is confusingly similar to or a colorable imitation of the Marks), including but not limited to, as a mark, corporate name, domain name, or trade name, unless specifically approved by ASSIGNEE;
- (e) represent or suggest that ASSIGNOR has any ownership rights in the Marks; or
- (f) take any action that would tend to destroy or diminish the goodwill in the Marks.

5. The provisions of this Agreement are severable, and if any provision shall be held by a court or other government body to be illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect, and, as so reformed, the Agreement shall be fully enforced.

6. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements between the parties, written or oral, with respect to the subject matter hereof.

7. This Agreement may not be amended, modified, or rescinded except by a written agreement executed by both parties. No delay or omission by either party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion. Unless stated otherwise, all remedies available under this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise.

8. THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. EXCLUSIVE JURISDICTION AND VENUE FOR ALL DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE WITH THE STATE AND FEDERAL COURTS RESIDING IN GAINESVILLE, FLORIDA.

9. In the event any obligation of this Agreement must be enforced, through litigation or otherwise, the prevailing party will be entitled to recover reasonable costs and expenses incurred in enforcing the obligation, including costs, attorneys' fees and experts' fees.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the Effective Date.

**ACKNOWLEDGED AND AGREED:**

VERTIFLEX, INC.

By: *Jeffrey Swiecki*

Name: JEFFREY SWIECKI

Title: VICE PRESIDENT, FINANCE & ADMIN.

Date: AUGUST 26, 2010

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of August, 2010, personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

*See attached California Acknowledgment*

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

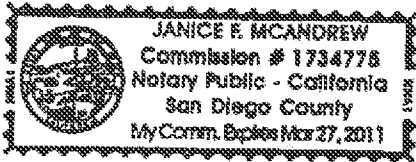
State of California

County of Orange

On August 26, 2010 before me, JANICE F. MCANDREW, NOTARY PUBLIC

personally appeared JEFFREY ALLEN SWIECKI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice F. McAndrew

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: 7

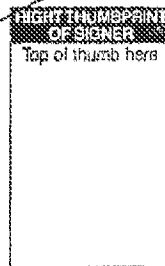
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



EXACTECH, INC.

By: [Signature]

Name: BRUCE E. THOMPSON

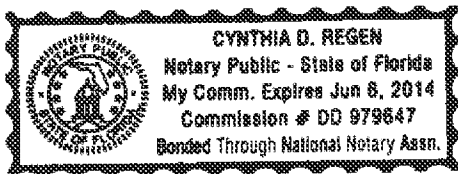
Title: SRVP/GENL MGR BIOLOGICS & SPINE

Date: 8-27-10

STATE OF FL §

COUNTY OF Alachua §

BEFORE ME, the undersigned authority, on this 27 day of August, 2010, personally appeared Bruce Thompson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



Cynthia D. Regen  
Notary Public

My Commission Expires: 6/6/2014



**EXHIBIT I TO THE TRADEMARK ASSIGNMENT AGREEMENT**

The parties understand and acknowledge that the term "Marks" as used in the Agreement includes, but is not limited to, the following United States and foreign trademark applications and registrations:

TRADEMARK	COUNTRY/(COUNTRY CODE)	SERIAL NUMBER OR REGISTRATION NO.
PHANTOM	United States (US)	77/040,450
	World Intellectual Property Organization (IB)	IR 923847
	European Union - Office for Harmonization in the Internal Market (EM)	IR 923847
	Australia (AU)	1183054 (IR 923847)
	China (CN)	IR 923847
	Korea (KR)	IR 923847
	Japan (JP)	IR 923847
	Turkey (TR)	IR 923847
PROTÉGÉ	United States (US)	77/040,472
	World Intellectual Property Organization (IB)	IR 924856
	European Union - Office for Harmonization in the Internal Market (EM)	IR 924856
	Australia (AU)	1184389 (IR 924856)
	China (CN)	IR 924856
	Korea (KR)	IR 924856
	Japan (JP)	IR 924856
	Turkey (TR)	IR 924856
SILVERBOLT SPINAL SYSTEMS	United States (US)	77/042,879
	World Intellectual Property Organization (IB)	IR 927189
	European Union - Office for Harmonization in the Internal Market (EM)	IR 927189
	Australia (AU)	1188187 (IR 927189)
	China (CN)	IR 927189
	Korea (KR)	IR 927189
	Japan (JP)	IR 927189
	Turkey (TR)	IR 927189
SHOCKWAVE	United States (US)	3,811,247
	World Intellectual Property Organization (IB)	IR 933145
	European Union - Office for Harmonization in the Internal Market (EM)	IR 933145
	Australia (AU)	1198777 (IR 933145)
	China (CN)	IR 933145
	Korea (KR)	IR 933145
	Japan (JP)	IR 933145

TRADEMARK	COUNTRY (COUNTRY CODE)	SERIAL NUMBER OR REGISTRATION NO.
ORACLE	Turkey (TR)	IR 933145
	United States (US)	3,395,482
	World Intellectual Property Organization (IB)	IR 933144
	European Union - Office for Harmonization in the Internal Market (EM)	IR 933144
	Australia (AU)	1198776 (IR 933144)
	China (CN)	IR 933144
	Korea (KR)	IR 933144
	Japan (JP)	IR 933144
	Turkey (TR)	IR 933144
OCTANE	United States (US)	3,565,075
	World Intellectual Property Organization (IB)	IR 926957
	European Union - Office for Harmonization in the Internal Market (EM)	IR 926957
	Australia (AU)	1188137 (IR 926957)
	China (CN)	IR 926957
	Korea (KR)	IR 926957
	Japan (JP)	IR 926957
	Turkey (TR)	IR 926957
MAINFRAME	United States (US)	3,655,159
	World Intellectual Property Organization (IB)	IR 935592
	European Union - Office for Harmonization in the Internal Market (EM)	IR 935592
	Australia (AU)	1202342 (IR 935592)
	China (CN)	IR 935592
	Korea (KR)	IR 935592
	Japan (JP)	IR 935592
	Turkey (TR)	IR 935592
SILVERBOLT	United States (US)	3,559,574
	World Intellectual Property Organization (IB)	IR 1006167
	European Union - Office for Harmonization in the Internal Market (EM)	IR 1006167
	Australia (AU)	1311032 (IR 1006167)
	China (CN)	IR 1006167
	Turkey (TR)	IR 1006167