

**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
Ascension Orthopedics, Inc.		09/17/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Oxford Finance Corporation
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2232669	ASCENSION
Registration Number:	2581633	ASCENSION ORTHOPEDICS
Registration Number:	3086283	ASCENSION PYROSPHERE
Registration Number:	3086284	ASCENSION PYROHEMISPHERE
Registration Number:	3088438	ASCENSION PYRODISK
Registration Number:	3341768	FIRST CHOICE
Registration Number:	3459724	FLEXIGLIDE
Registration Number:	3681204	TRANSFORMING EXTREMITIES
Registration Number:	3836189	MOVEMENT
Serial Number:	77064665	FREEDOM
Serial Number:	77535227	NUGRIP
Serial Number:	77906102	PYROTITAN
Serial Number:	85079845	ATLAS
Serial Number:	85086988	PYROHEMI

CH \$365.00 2232669

CORRESPONDENCE DATA

Fax Number: (703)519-1821  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1725 Duke Street  
Address Line 2: Suite 625  
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1009805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/02/2010

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and among (a) **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent (the "**Agent**"), and the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined below), and (b) **ASCENSION ORTHOPEDICS, INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lenders, the Agent and Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Agent and the Lenders under the Loan Agreement. The rights and remedies of the Agent and the Lenders 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 the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent and the Lenders 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 the Agent and the Lenders 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 the Agent or any Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8200 Cameron Road, Suite C-140  
Austin, Texas 78741  
Attn: Bob Tolman

ASCENSION ORTHOPEDICS, INC.

By: [Signature]

Title: CFO

AGENT:

Address of Agent:

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: General Counsel

OXFORD FINANCE CORPORATION,  
as Agent and as a Lender

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ASCENSION ORTHOPEDICS, INC.

8200 Cameron Road, Suite C-140  
Austin, Texas 55441

By: .....

Attn: .....

Title: .....

AGENT:

Address of Agent:

OXFORD FINANCE CORPORATION,  
as Agent and as a Lender

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: General Counsel

By:  .....

Title: Vice President & General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMPLANT DEVICE TO REPLACE THE CARPOMETACARPAL JOINT OF THE HUMAN THUMB	5,645,605	July 8, 1997
METACARPAL-PHALANGEAL JOINT REPLACEMENT	5,782,927	July 21, 1998
METACARPAL-PHALANGEAL JOINT REPLACEMENT	6,159,247	November 12, 2000
ELBOW PROSTHESIS	6,217,616	April 17, 2001
INTERPHALANGEAL JOINT REPLACEMENT	6,699,292	March 2, 2004
JOINT SURFACE REPLACEMENT OF THE DISTAL RADIOULNAR JOINT	6,814,757	November 9, 2004
ELASTOMERIC FINGER JOINT	D490,900	June 1, 2004
CARPOMETACARPAL JOINT PROSTHESIS	7,641,696	January 5, 2010
INTERPOSITIONAL BIARTICULAR DISK IMPLANT	10/552,951	October 13, 2005
DISTAL RADIOULNAR JOINT PROSTHESIS	11/558,822	November 10, 2006
PROSTHETIC IMPLANT AND ASSEMBLY METHOD	12/233/976	September 19, 2008
SHOULDER JOINT IMPLANT	12/516,764	May 28, 2009
WRIST PREPARATION SYSTEM AND METHOD	12/525,521	July 31, 2009
THUMB METACARPAL IMPLANT	D610,686	February 23, 2010
THUMB METACARPAL IMPLANT	PCT/US09/57301	September 17, 2009
HUMERAL HEAD RESURFACING IMPLANT	61/286,284	December 14, 2009



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ASCENSION	2,232,669	March 16, 1999
ASCENSION ORTHOPEDICS & Design	2,581,633	June 18, 2002
ASCENSION PYROSPHERE	<del>3,086,283</del> 3,086,283	April 25, 2006
ASCENSION PYROHEMISPHERE	3,086,284	April 25, 2006
ASCENSION PYRODISK	3,088,438	May 2, 2006
FIRST CHOICE	3,341,768	November 20, 2007
FLEXIGLIDE	3,459,724	July 1, 2008
TRANSFORMING EXTREMITIES	<del>3,459,724</del> 3,681,204	September 8, 2009 <del>July 1, 2008</del>
MOVEMENT	3,836,189	August 17, 2010
FREEDOM	77/064,665	December 14, 2006
NUGRIP	77/535,227	July 30, 2008
PYROTTITAN	77/906,102	January 6, 2010
ATLAS	85/079,845	July 7, 2010
PYROHEMI	85/086,988	July 16, 2010

EXHIBIT D

Mask Works

None.