

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
AMEI Technologies, Inc.		08/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1981113	1-800-BONEFIX
Registration Number:	3137002	BLADERUNNER
Serial Number:	78663808	BONEMAX
Registration Number:	2265742	CERVICAL-STIM
Registration Number:	3103333	CONTOURS VPS
Registration Number:	3094296	8 PLATEGUIDED GROWTH SYSTEM
Registration Number:	2592020	EZBRACE
Registration Number:	3090036	GOTFRIED PC.C.P
Registration Number:	2991110	I ISKD
Registration Number:	3029777	M2 MULTIPLANAR MINIRAIL
Registration Number:	3314454	MAKING LIFE BETTER THROUGH INNOVATIONS IN HEALING
Registration Number:	3202786	OSTEOMAX
Registration Number:	2269876	OSTEO-TITE
Serial Number:	77967103	PHOENIX

OP \$440.00 1981113

Registration Number:	1701625	PHYSIO-STIM
Registration Number:	1384143	SPINAL-STIM
Registration Number:	2789136	THE HEALING ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
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Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1525
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/09/2010

Total Attachments: 5
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GRANT OF SECURITY INTEREST
IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 30, 2010 is made by AMEI Technologies, Inc., a Delaware corporation, located at 3451 Plano Parkway, Lewisville, TX 75056 (the "Obligor"), in favor of JP Morgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Orthofix Holdings, Inc., a Delaware corporation (the "Borrower"), Orthofix International N.V., a Netherlands Antilles corporation (the "Company"), Obligor, the Lenders, the Agent, and the other parties identified therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and in connection with such agreement, the Borrower and the Obligor have executed and delivered a Security Agreement, dated as of August 30, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and

under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders.

3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AMEI TECHNOLOGIES, INC.

By:

Name: Jeffrey M. Schumm

Title: Secretary

[Signature Page to AMEI Technologies, Inc. Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 004412 FRAME: 0026

Acknowledged and Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Kenneth Coons
Title: AVP / Underwriter

[Signature Page to AMEI Technologies, Inc. Grant of Security Interest in Trademarks]

Schedule 1

U.S. Trademark Registrations and Applications

REGISTRATION/ APPLICATION NO	CREDIT PARTY	TRADEMARK	JURISDICTION	REGISTRATION/ APPLICATION DATE	STATUS
1981113	AMEI Technologies, Inc.	1-800-BONEFIX	United States of America	18 Jun 1996	Registered
3137002	AMEI Technologies, Inc.	BLADERUNNER	United States of America	29 Aug 2006	Registered
78663808	AMEI Technologies, Inc.	BONEMAX & Design	United States of America	5 Jul 2005	Pending
2265742	AMEI Technologies, Inc.	CERVICAL-STIM	United States of America	27 Jul 1999	Registered
3103333	AMEI Technologies, Inc.	CONTOURS VPS	United States of America	13 Jun 2006	Registered
3094296	AMEI Technologies, Inc.	EIGHT-PLATE GUIDED GROWTH SYSTEM & Design	United States of America	16 May 2006	Registered
2592020	AMEI Technologies, Inc.	EZBRACE	United States of America	9 Jul 2002	Registered
3090036	AMEI Technologies, Inc.	GOTFRIED PC.C.P & Design	United States of America	9 May 2006	Registered
2991110	AMEI Technologies, Inc.	I ISKD & Design	United States of America	6 Sep 2005	Registered
3029777	AMEI Technologies, Inc.	M2 MULTIPLANAR MINIRAIL & Design	United States of America	13 Dec 2005	Registered
3314454	AMEI Technologies, Inc.	MAKING LIFE BETTER THROUGH INNOVATIONS IN HEALING	United States of America	16 Oct 2007	Registered
3202786	AMEI Technologies, Inc.	OSTEOMAX	United States of America	23 Jan 2007	Registered
2269876	AMEI Technologies, Inc.	OSTEO-TITE	United States of America	10 Aug 1999	Registered
77967103	AMEI Technologies, Inc.	PHOENIX	United States of America	24 Mar 2010	Pending
1701625	AMEI Technologies, Inc.	PHYSIO-STIM	United States of America	21 Jul 1992/	Registered
1384143	AMEI Technologies, Inc.	SPINAL-STIM	United States of America	25 Feb 1986	Registered
2789136	AMEI Technologies, Inc.	THE HEALING ADVANTAGE	United States of America	2 Dec 2003	Registered

TRADEMARK

RECORDED: 11/09/2010

REEL: 004412 FRAME: 0028