

12/22/2010

NT OF COMMERCE  
nd Trademark Office



103614201

12-22-10

RECORDATION F  
TRADEMA

To the Director of the U. S Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Spinal Kinetics, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 30, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing V, Inc and

Internal Address: Venture Lending and Leasing VI, Inc

Street Address 2010 North First Street, Suite 310

City: San Jose

State: CA

Country: USA Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78/879,176; 77/330,824;

B. Trademark Registration No (s)  
3,547,447; 3,131,149; 3,643,487; 3,764,789

Additional sheet(s) attached?  Yes  No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Jeffrey T. Klugman

Internal Address: \_\_\_\_\_

Street Address 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number. 415-981-1400

Fax Number. 415-777-4961

Email Address: jklugman@greeneradovsky.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2 6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/22/2010 AMULLINS 00000003 788/9176  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Signature  
Jeffrey T. Klugman

Name of Person Signing

December 14, 2010

Date

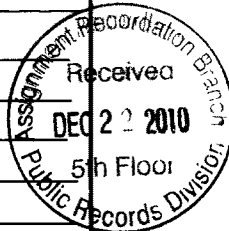
Total number of pages including cover sheet, attachments, and document

28

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

47558/0010; /gk, 388267 1

TRADEMARK  
REEL: 004450 FRAME: 0380



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of July 30, 2010, by and between SPINAL KINETICS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("VLL5") and VENTURE LENDING & LEASING VI, INC. ("VLL6"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party")

RECITALS

A Pursuant to (i) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL6, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"). Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS

1 Grant of Security Interest As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country, all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country, all continuations, renewals, or extensions thereof, and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights").

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, all reissues, continuations, continuations-in-part or extensions thereof, all petty patents, divisionals, and patents of addition, and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents").

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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"),

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights,

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents, and

(g) 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

Notwithstanding the foregoing the term "Collateral" shall not include (a) "intent-to-use" trademarks at all 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" trademarks would affect Borrower's rights to such trademarks under applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto. provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity), provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper

2 Covenants and Warranties Grantor represents, warrants, covenants and agrees as follows

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business,

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office as applicable (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement, and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations, and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

### 3 Further Assurances, Attorney in Fact

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify in its sole discretion, this Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by

Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to Section 4 of Part 2 of the Supplement to the Loan Agreement, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code

4. Events of Default The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement, or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone

6. Counterparts. 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.

7. Several Nature of Secured Party's Obligations and Rights, Pari Passu Security Interests This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL5, on the one hand, and Grantor and VLL6, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL5 and VLL6. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL5 and VLL6, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL5 and VLL6, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL5 and/or VLL6 independently of one another. The security interests granted by Grantor to each of VLL5 and VLL6 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority

*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written

Address of Grantor

595 N Pastoria Ave.  
Sunnyvale, CA 94085  
Attn Chief Financial Officer

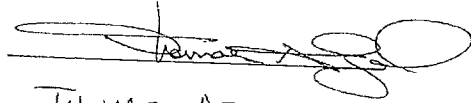
GRANTOR

SPINAL KINETICS, INC

By

Name

Its

  
\_\_\_\_\_  
THOMAS AZZAL  
\_\_\_\_\_  
PRESIDENT & CEO

Address of Secured Party

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn Chief Financial Officer

SECURED PARTY

VENTURE LENDING & LEASING V, INC

By

Name

Its

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Secured Party

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn Chief Financial Officer

VENTURE LENDING & LEASING VI INC

By

Name

Its

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written

GRANTOR

Address of Grantor:

SPINAL KINETICS INC

595 N Pastoria Ave  
Sunnyvale, CA 94085  
Attn: Chief Financial Officer

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

SECURED PARTY

Address of Secured Party

VENTURE LENDING & LEASING V. INC

2010 North First Street, Suite 310  
San Jose CA 95131  
Attn: Chief Financial Officer

By  \_\_\_\_\_

Name Jay Colhan

Its Vice President

Address of Secured Party

VENTURE LENDING & LEASING VI. INC

2010 North First Street, Suite 310  
San Jose CA 95131  
Attn: Chief Financial Officer

By  \_\_\_\_\_

Name Jay Colhan

Its Vice President

EXHIBIT A

Copyrights

See Attached Report.



EXHIBIT B

Patents

<u>Country</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>	<u>Description</u>
United States (Utility)	10/632,538  7,153,325	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
Australia	2004261295	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
Canada	2535168	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
China (PRC)	200480028905.4	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
EPO	04779973.0	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
Japan	2006-522673	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
Japan (divisional)	2010-30593	August 1, 2003	Prosthetic Intervertebral Disc and Methods for Using Same
United States (Utility)	10/903,276	July 30, 2004	Prosthetic Intervertebral Disc and Methods for Using Same
United States (Utility-CON)	11/527,804	September 26, 2006	Prosthetic Intervertebral Discs Having Substantially Rigid End Plates and Fibers Between Those End Plates
United States (Utility- CON)	11/968,183	January 1, 2008	Prosthetic Intervertebral Discs Having Substantially Rigid End Plates and Fibers Between Those End Plates
United States (Utility- CON)	12/778,928	May 12, 2010	Prosthetic Intervertebral Discs Having Substantially Rigid End Plates, depressions in the endplates, and Fibers Between Those End Plates
United States (Utility-DIV)	11/968,184	January 1, 2008	A Method and a Kit for Inserting Prosthetic Intervertebral Discs into a Spine
United States (Utility-DIV)	11/968,185	January 1, 2008	Prosthetic Intervertebral Discs
United States (Utility-DIV)	11/968,186	January 1, 2008	A Method for Inserting Prosthetic Intervertebral Discs in a Spine
United States (Utility-DIV)	11/968,189	January 1, 2008	Apparatus for Implanting Prosthetic Intervertebral Discs in a Spine

United States (Utility)	11/218,707	September 1, 2005	Prosthetic Intervertebral Discs
Australia	2006287215	September 1, 2005	Prosthetic Intervertebral Discs
Canada	2473703	September 1, 2005	Prosthetic Intervertebral Discs
China (PRC)	20068004099.1	September 1, 2005	Prosthetic Intervertebral Discs
Europe (EPC)	EPA 06802875.2	September 1, 2005	Prosthetic Intervertebral Discs
United States (Utility -- CON)	11/970,156	January 1, 2008	Prosthetic Intervertebral Discs
United States (Utility)	11/234,481	September 23, 2005	Spinal Stabilization Systems and Methods
Australia	2006295188	September 23, 2005	Spinal Stabilization Systems and Methods
China (PRC)	200680034551 3	September 23, 2005	Spinal Stabilization Systems and Methods
Japan	2008-532246	September 23, 2005	Spinal Stabilization Systems and Methods
Europe (EPC)	06802876.0	September 23, 2005	Spinal Stabilization Systems and Methods
Brazil	P10616403-0	September 23, 2005	Spinal Stabilization Systems and Methods
United States (Utility-CIP)	11/540,044	September 1, 2006	Spinal Stabilization Device
United States (Utility-CIP)	11/529,849	September 1, 2006	Prosthetic Facet and Facet Joint Replacement Device
United States (Utility-CIP)	11/970,528	January 8, 2008	Spinal Stabilization Device
United States (Utility-CIP)	12/789,033	May 27, 2010	Spinal Stabilization Device
United States (Utility)	11/281,205	November 15, 2005	Prosthetic Intervertebral Discs
Australia	7,731,753 2006287217	November 15, 2005	Prosthetic Intervertebral Discs
Canada	2621154	November 15, 2005	Prosthetic Intervertebral Discs

China (PRC)	200680040873.9	November 15, 2005	Prosthetic Intervertebral Discs
Japan	2008-529344	November 15, 2005	Prosthetic Intervertebral Discs
Europe (EPC)	EPA No. 06802883.6	November 15, 2005	Prosthetic Intervertebral Discs
United States (Utility -- CON)	12/780,704	May 14, 2010	Prosthetic Intervertebral Discs
United States (Utility)	11/379,340	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
Australia	2007240728	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
Canada	2649719	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
China (PRC)	200780022595.9	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
Japan	2009-506606	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
Brazil	P10710547-9	April 19, 2006	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
United States (Utility)	11/529,824	September 28, 2006	Tool Systems for Implanting Prosthetic Intervertebral Discs
United States (Utility)	11/528,175	September 26, 2006	Prosthetic Intervertebral Discs Having Cast End Plates and Methods for Making and Using Them
PCT	US2009/062361	September 26, 2007	Prosthetic Intervertebral Discs Having Cast End Plates and Methods for Making and Using Them
United States (Utility)	11/528,099	September 27, 2006	Prosthetic Intervertebral Discs Having Compressible Core Elements Bounded by Fiber-Containing Membranes
United States (Utility)	11/966,955	December 28, 2007	Prosthetic Disc Assembly Having Natural Biomechanical Movement
United States (Utility)	11/674,686	February 14, 2007	Prosthetic Intervertebral Discs Assemblies Having Compressible Core Elements with Enhanced Torque Transmission

United States (Utility)	12/060,158	March 31, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (I)  [End plates with side grooves]
United States (Utility)	12/060,191	March 31, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (II)  [Pre-sized, in situ fillable, balloon core discs]
United States (Utility)	12/060,212	March 31, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (III)  [End plates with hinges and dovetails]
United States (Utility)	12/060,223	March 31, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (IV)  [Bead-filled core]
United States (Utility)	12/060,237	March 31, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (V)  [String-bound, expandible, low profile disc]
United States (Utility)	12/060,841	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (VI)  [Screw-in (or push-in) horizontal core]
United States (Utility)	12/060,843	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (VII)  [Spherical cores and insertable inner end plates]
United States (Utility)	12/060,845	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (VIII)  [Core hidden in cavity between slideable end plates]

United States (Utility)	12/060,850	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (IX)  [Core is insertable using guideways in end plates]
United States (Utility)	12/060,853	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (X)  [Rotatable core (car jack-like)]
United States (Utility)	12/060,856	April 1, 2008	Prosthetic Intervertebral Discs Implantable By Minimally Invasive, Posterior Approach, Surgical Techniques (XI)  [Rotatable core (rotates from horizontal to vertical after insertion)]
United States (utility)	11/970,220	January 7, 2008	Alignable Tools for Preparing an Intervertebral Site for Implanting a Prosthetic Intervertebral Disc and a Method for Using Those Tools
United States (utility)	12/266,319	November 6, 2008	Inter Spinous Process Spacer With Compressible Core Providing Dynamic Stabilization
PCT	PCT/US2009/062361	November 6, 2009	Inter Spinous Process Spacer With Compressible Core Providing Dynamic Stabilization
United States (utility)	12/434515	May 5, 2009	Spinal Stabilization Devices, Systems, And Methods
United States (utility)	12/768,584	April 27, 2010	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques
PCT	US2010/032633	April 27, 2010	Prosthetic Intervertebral Discs Implantable By Minimally Invasive Surgical Techniques

EXHIBIT C

Trademarks

See Attached Report.

**Status Report for Spinal Kinetics, Inc.**

**Client Number: 60265**

**July 28, 2010**



<u>MoFo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
60265-6001.100	SPINAL KINETICS Serial No: 1267824 Reg. No: Spinal Kinetics, Inc.	Canada	<b>Goods:</b> Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof, and related instructional materials and documentation provided therewith	Allowed App Date: 08/09/2005  Declaration of Use & Reg Fee Due: 01/10/2011
60265-6001.102	SPINAL KINETICS Serial No: 200728559 Reg. No: Spinal Kinetics, Inc.	South Africa	<b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Filed App Date: 12/07/2007  No Action - Currently No Deadlines
60265-6002.000	M6 Serial No: 77/111,841 Reg. No: 3,547,447 Spinal Kinetics, Inc.	United States of America	<b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered App Date: 02/20/2007 Reg Date: 12/16/2008  Section 8 & 15 Due: 12/16/2014
60265-6002.100	M6 Serial No: 200728558 Reg. No: Spinal Kinetics, Inc.	South Africa	<b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Filed App Date: 12/07/2007  No Action - Currently No Deadlines
60265-6002.101	M6 Serial No: 1406686 Reg. No: Spinal Kinetics, Inc.	Canada	<b>Goods:</b> Surgical implants for the spine namely intervertebral disc prostheses; surgical instruments for use in spinal surgery	Allowed App Date: 08/08/2008  Declaration of Use & Reg Fee Due: 08/07/2011

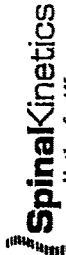

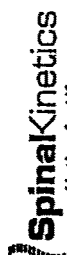

\* European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Malta, Poland, Slovakia, and Slovenia.



60265-6002.300	M6 Serial No: IR923810 Reg. No: IR923810 Spinal Kinetics, Inc.	Madrid Protocol Switzerland European Community* Turkey	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered App Date: 05/08/2007 Reg Date: 05/08/2007  Renewal Due: 05/08/2017
60265-6002.302	M6 Serial No: IR923810 Reg. No: Spinal Kinetics, Inc.	European Community*	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered (Madrid) App Date: 05/08/2007 Reg Date: 05/08/2007  Mark Vulnerable to Cancellation If Not Used: 05/08/2012  Renewal Due: 05/08/2017
60265-6002.305	M6 Serial No: IR923810 Reg. No: IR923810 Spinal Kinetics, Inc.	Switzerland	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered (Madrid) App Date: 05/08/2007 Reg Date: 05/08/2007  Renewal Due: 05/08/2017
60265-6002.306	M6 Serial No: IR923810 Reg. No: IR923810 Spinal Kinetics, Inc.	Turkey	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered (Madrid) App Date: 05/08/2007 Reg Date: 05/08/2007  Mark Vulnerable to Cancellation If Not Used: 05/08/2012  Renewal Due: 05/08/2017
60265-6005.000	MOTION FOR LIFE Serial No: 78/572,417 Reg. No: 3,131,149 Spinal Kinetics, Inc.	United States of America	Class 10: Spinal implants, namely, intervertebral disc prostheses and surgical instruments for the implantation thereof, and related instructional materials and documentation provided therewith	Registered App Date: 02/22/2005 Reg Date: 08/15/2006  Section 8 & 15 Due: 08/15/2012







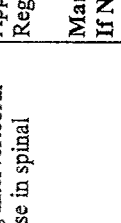
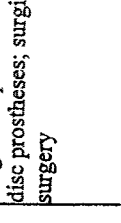
60265-6005.100	MOTION FOR LIFE Serial No: 1267825 Reg. No: Spinal Kinetics, Inc.	Canada	<b>Goods:</b> Spinal implants, namely, intervertebral disc prostheses and surgical instruments for the implantation thereof; and related instructional materials and documentation in the form of booklets, pamphlets and sheets, provided therewith	Allowed App Date: 08/09/2005  Declaration of Use & Reg Fee Due: 02/08/2011
60265-6005.101	MOTION FOR LIFE Serial No: 1069240 Reg. No: 1069240 Spinal Kinetics, Inc.	Australia	<b>Class 10:</b> Surgical apparatus and implements, spinal implants, including intervertebral disc prostheses and surgical instruments for the implantation thereof, and related instructional materials and documentation provided therewith	Registered App Date: 08/09/2005 Reg Date: 08/09/2005  Mark Vulnerable to Cancellation If Not Used: 08/09/2010  Renewal Due: 08/09/2015
60265-6005.102	MOTION FOR LIFE Serial No: 004587929 Reg. No: 004587929 Spinal Kinetics, Inc.	European Community*	<b>Class 10:</b> Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof  <b>Class 16:</b> Instructional materials and documentation related to (and sold as a unit with) spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Registered App Date: 08/11/2005 Reg Date: 04/27/2007  Mark Vulnerable to Cancellation If Not Used: 04/27/2012  Renewal Due: 08/11/2015
60265-6005.103	MOTION FOR LIFE Serial No: 200577937 Reg. No: 4905298 Spinal Kinetics, Inc.	Japan	<b>Class 10:</b> Surgical instruments for orthopedics, surgical apparatus and instruments for implantation, surgical apparatus and instruments for the implantation of spinal implants and intervertebral disc prostheses, surgical implants (artificial materials), spinal implants, and intervertebral disc prostheses	Registered App Date: 08/22/2005 Reg Date: 10/28/2005  Renewal Due: 10/28/2015



60265-6005.104	MOTION FOR LIFE Serial No: 4020050038512 Reg. No: 400677458 Spinal Kinetics, Inc.	Republic of Korea	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof, and related instructional materials and documentation provided therewith	Registered App Date: 08/18/2005 Reg Date: 09/07/2006  Renewal Due: 09/07/2016
60265-6005.105	MOTION FOR LIFE Serial No: 564582005 Reg. No: 540548 Spinal Kinetics, Inc.	Switzerland	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof  Class 16: Instructional materials and documentation related to (and sold as a unit with) spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Registered App Date: 08/08/2005 Reg Date: 08/08/2005  Renewal Due: 08/08/2015
60265-6009.000	SPINAL KINETICS MOTION FOR LIFE & DESIGN  Serial No: 787879,176 Reg. No: Spinal Kinetics, Inc.	United States of America	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Suspended - Intent to Use App Date: 05/08/2006  No Action - Currently No Deadlines
60265-6009.300	SPINAL KINETICS MOTION FOR LIFE  Serial No: IR947331 Reg. No: IR947331 Spinal Kinetics, Inc.	Madrid Protocol Switzerland European Community* Turkey	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Registered App Date: 12/06/2007 Reg Date: 12/06/2007  Renewal Due: 12/06/2017





60265-6009.301	SPINAL KINETICS MOTION FOR LIFE  Serial No: IR947331 Reg. No: Spinal Kinetics, Inc.	European Community*	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Our Mark Opposed App Date: 12/06/2007  No Action - Currently No Deadlines
60265-6009.302	SPINAL KINETICS MOTION FOR LIFE  Serial No: IR947331 Reg. No: IR947331 Spinal Kinetics, Inc.	Switzerland	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Registered (Madrid) App Date: 12/06/2007 Reg Date: 12/06/2007  Renewal Due: 12/06/2017
60265-6009.303	SPINAL KINETICS MOTION FOR LIFE  Serial No: IR947331 Reg. No: IR947331 Spinal Kinetics, Inc.	Turkey	Class 10: Spinal implants, specifically, intervertebral disc prostheses and surgical instruments for the implantation thereof	Registered (Madrid) App Date: 12/06/2007 Reg Date: 12/06/2007  Renewal Due: 12/06/2017
60265-6010.000	6 DEGREES OF NATURAL FREEDOM LOGO 	United States of America	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Filed - Intent to Use App Date: 11/15/2007  Appeal Brief Deadline: 08/14/2010

60265-6010.100	Serial No: 77/330,824 Reg. No: Spinal Kinetics, Inc.  6 DEGREES OF NATURAL FREEDOM LOGO  Serial No: 200728557 Reg. No: Spinal Kinetics, Inc.	South Africa	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Filed App Date: 12/07/2007  No Action – Currently No Deadlines
60265-6010.300	6 DEGREES OF NATURAL FREEDOM LOGO  Serial No: IR952559 Reg. No: IR952559 Spinal Kinetics, Inc.	Madrid Protocol Switzerland China European Community* Japan Republic of Korea Turkey	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered App Date: 12/07/2007 Reg Date: 12/07/2007  Renewal Due: 12/07/2017
60265-6010.301	6 DEGREES OF NATURAL FREEDOM LOGO	China	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Madrid Ext - Protected App Date: 12/07/2007  No Action – Currently No Deadlines

 <p>Serial No: IR952559 Reg. No: Spinal Kinetics, Inc.</p>	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>  <p>Serial No: IR952559 Reg. No: Spinal Kinetics, Inc.</p>	<p>60265-6010.302</p>	<p>European Community*</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered (Madrid) App Date: 12/07/2007 Reg Date: 12/07/2007  Mark Vulnerable to Cancellation If Not Used: 12/07/2012  Renewal Due: 12/07/2017</p>
 <p>Serial No: IR952559 Reg. No: Spinal Kinetics, Inc.</p>	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>  <p>Serial No: IR952559 Reg. No: Spinal Kinetics, Inc.</p>	<p>60265-6010.303</p>	<p>Japan</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered (Madrid) App Date: 12/07/2007 Reg Date: 12/07/2007  Mark Vulnerable to Cancellation If Not Used: 12/07/2010  Renewal Due: 12/07/2017</p>

60265-6010.304	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>  <p>Serial No: IR952559 Reg. No: IR952559 Spinal Kinetics, Inc.</p>	Republic of Korea	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered (Madrid) App Date: 12/07/2007 Reg Date: 12/07/2007</p> <p>Mark Vulnerable to Cancellation If Not Used: 12/07/2010 Renewal Due: 12/07/2017</p>
60265-6010.305	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>  <p>Serial No: IR952559 Reg. No: IR952559 Spinal Kinetics, Inc.</p>	Switzerland	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Protected App Date: 12/07/2007</p> <p>No Action - Currently No Deadlines</p>
60265-6010.306	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>	Turkey	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered (Madrid) App Date: 12/07/2007 Reg Date: 12/07/2007</p> <p>Mark Vulnerable to Cancellation If Not Used: 12/07/2012 Renewal Due: 12/07/2017</p>



 <p>Serial No: IR952559 Reg. No: IR952559 Spinal Kinetics, Inc.</p>	<p>6 DEGREES OF NATURAL FREEDOM LOGO</p>  <p>Serial No: 829719580 Reg. No: Spinal Kinetics, Inc.</p>	<p>Brazil</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Published App Date: 05/15/2008  No Action – Currently No Deadlines</p>
<p>60265-6010.307</p>	<p>United States of America</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered App Date: 12/15/2008 Reg Date: 06/23/2009  Section 8 &amp; 15 Due: 06/23/2015</p>	

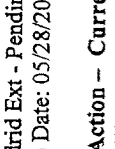
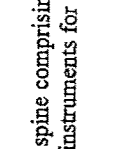
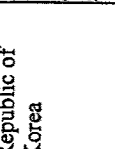

60265-6011.100	<p>M6C LOGO</p>  <p>Serial No: 200909723 Reg. No: Spinal Kinetics, Inc.</p>	South Africa	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Filed App Date: 05/29/2009 <b>Response to Office Action Due: 09/16/2010</b></p>
60265-6011.101	<p>M6C LOGO</p>  <p>Serial No: 901683540 Reg. No: Spinal Kinetics, Inc.</p>	Brazil	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Published App Date: 05/29/2009 <b>No Action – Currently No Deadlines</b></p>
60265-6011.300	<p>M6C LOGO</p>  <p>Serial No: IR1011032 Reg. No: IR1011032 Spinal Kinetics, Inc.</p>	<p>Madrid Protocol Switzerland China European Community* Japan Republic of Korea Turkey</p>	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered App Date: 05/28/2009 Reg Date: 09/28/2009 <b>Renewal Due: 05/28/2019</b></p>
60265-6011.301	<p>M6C LOGO</p>  <p>Serial No: IR1011032</p>	China	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext – Pending Protection App Date: 05/28/2009 <b>No Action – Currently No Deadlines</b></p>



60265-6011.302	<p>Reg. No: Spinal Kinetics, Inc.</p> <p>M6C LOGO <b>M6</b> Serial No: IR1011032 Reg. No: Spinal Kinetics, Inc.</p>	European Community*	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Pending Protection App Date: 05/28/2009</p> <p>No Action - Currently No Deadlines</p>
60265-6011.303	<p>M6C LOGO <b>M6</b> Serial No: IR1011032 Reg. No: Spinal Kinetics, Inc.</p>	Japan	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Refusal Received App Date: 05/28/2009;</p> <p>No Action - Currently No Deadlines</p>
60265-6011.304	<p>M6C LOGO <b>M6</b> Serial No: IR1011032 Reg. No: Spinal Kinetics, Inc.</p>	Republic of Korea	<p><b>Class 10:</b> Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Pending Protection App Date: 05/28/2009</p> <p>No Action - Currently No Deadlines</p>

60265-6011.305	M6C LOGO <b>M6</b> Serial No: IR1011032 Reg. No: Spinal Kinetics, Inc.	Switzerland	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Madrid Ext - Pending Protection App Date: 05/28/2009  No Action - Currently No Deadlines
60265-6011.306	M6C LOGO <b>M6</b> Serial No: IR1011032 Reg. No: Spinal Kinetics, Inc.	Turkey	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Madrid Ext - Pending Protection App Date: 05/28/2009  No Action - Currently No Deadlines
60265-6012.000	M6L LOGO <b>M6</b> Serial No: 77/624,159 Reg. No: 3,764,789 Spinal Kinetics, Inc.	United States of America	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Registered App Date: 12/01/2008 Reg Date: 03/23/2010  Section 8 & 15 Due: 03/23/2016
60265-6012.100	M6L LOGO <b>M6</b> Serial No: 200909724	South Africa	Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Filed App Date: 05/27/2009  Response to Office Action Due: 09/16/2010

<p>Reg. No: Spinal Kinetics, Inc.</p>	<p>Brazil</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Published App Date: 05/29/2009  No Action -- Currently No Deadlines</p>
<p>60265-6012.101 M6L LOGO  Serial No: 901683469 Reg. No: Spinal Kinetics, Inc.</p>	<p>Madrid Protocol Switzerland China European Community* Japan Republic of Korea Turkey</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Registered App Date: 05/28/2009 Reg Date: 05/28/2009  Renewal Due: 05/28/2019</p>
<p>60265-6012.301 M6L LOGO  Serial No: IR1011049 Reg. No: Spinal Kinetics, Inc.</p>	<p>China</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext -- Pending Protection App Date: 05/28/2009  No Action -- Currently No Deadlines</p>

<p>60265-6012.302</p> <p>M6L LOGO                    Serial No: IR1011049                  Reg. No:                  Spinal Kinetics, Inc.</p>	<p>European Community*</p>	<p>Class 10:                  Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Pending Protection                  App Date: 05/28/2009                  No Action - Currently No Deadlines</p>
<p>60265-6012.303</p> <p>M6L LOGO                    Serial No: IR1011049                  Reg. No:                  Spinal Kinetics, Inc.</p>	<p>Japan</p>	<p>Class 10:                  Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Refusal Received                  App Date: 05/28/2009:                  No Action - Currently No Deadlines</p>
<p>60265-6012.304</p> <p>M6L LOGO                    Serial No: IR1011049                  Reg. No:                  Spinal Kinetics, Inc.</p>	<p>Republic of Korea</p>	<p>Class 10:                  Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Protection Pending                  App Date: 05/28/2009                  No Action - Currently No Deadlines</p>
<p>60265-6012.305</p> <p>M6L LOGO                    Serial No: IR1011049</p>	<p>Switzerland</p>	<p>Class 10:                  Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Protection Pending                  App Date: 05/28/2009                  No Action - Currently No Deadlines</p>

<p>Reg. No: Spinal Kinetics, Inc.</p>	<p>Reg. No: Spinal Kinetics, Inc.</p>	<p>Turkey</p>	<p>Class 10: Surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery</p>	<p>Madrid Ext - Protection Pending App Date: 05/28/2009 No. Action - Currently No Deadlines</p>
<p>60265-6012.306 <b>M6</b> Serial No: IR1011049 Reg. No: Spinal Kinetics, Inc.</p>				