

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
Small Bone Innovations, Inc.		11/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77953766	A3 INTERLOCKING NAIL	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27472-10520		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 77953766

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TRADEMARK
 REEL: 004468 FRAME: 0770

Date:

02/07/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 29, 2010, is made by Small Bone Innovations, Inc., a Delaware corporation located at 505 Park Avenue, 14th Floor, New York, NY 10022 ("Assignor") in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46th floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of November 20, 2009, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Assignor hereby grants to the Assignee, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Assignee hereby accepts such assignment from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

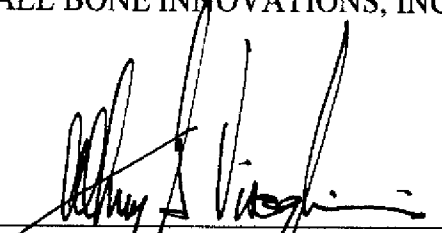
In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

SMALL BONE INNOVATIONS, INC.

By: 
Name: Anthony G. Viscogliosi
Title: Chairman & CEO



Agreed and Accepted:

FORTRESS CREDIT CORP.,
as Administrative Agent

By: _____
Name: **MARC K. FURSTEN**
Title: **CHIEF OPERATING OFFICER**



Signature Page to Trademark Security Agreement

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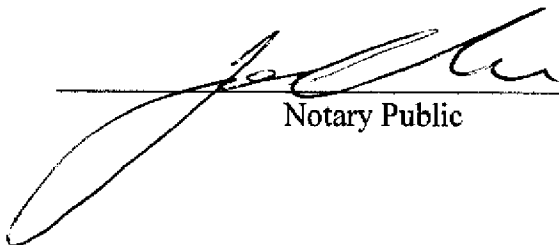
ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

SS.:

COUNTY OF New York

On this 29th day of November, 2000, before me personally came Anthony Vignelli, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~she~~ he is the Chairman and CEO of Small Bone Innovations, Inc., a Delaware Corporation, and that ~~she~~ he executed _____ the foregoing instrument in the name of Small Bone Innovations, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



Notary Public





SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations and Trademark Applications]

Mark	Ser. No.	Reg. No.	Owner
A ³ INTERLOCKING NAIL	77/953,766		Small Bone Innovations, Inc.

