

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avanta Orthopaedics, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Health Capital Partners Management LP, as Administrative Agent		
<b>Street Address:</b>	1350 Avenue of the Americas		
<b>Internal Address:</b>	Suite 905		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2286902	AVANTA ORTHOPAEDICS	
<b>Registration Number:</b>	2491633	RHEAD	
<b>Registration Number:</b>	3012341	SYSTEM PACK	
<b>Registration Number:</b>	2505686	UHEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

**CH \$1115.00 2286902**

ATTORNEY DOCKET NUMBER:	51052-10050
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/05/2011
Total Attachments: 7 source=Avanta TM#page1.tif source=Avanta TM#page2.tif source=Avanta TM#page3.tif source=Avanta TM#page4.tif source=Avanta TM#page5.tif source=Avanta TM#page6.tif source=Avanta TM#page7.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, "Agreement"), dated December 2, 2011, is made by Avanta Orthopaedics, LLC, a Delaware limited liability company located at 505 Park Avenue, 14<sup>th</sup> Floor, New York, NY 10022 ("Grantor") in favor of New Health Capital Partners Management LP., a Delaware limited partnership, located at 1350 Avenue of the Americas, Suite 905, New York, NY 10019, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Secured Party"). 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, Grantor 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 Grantor has entered into a Security Agreement, dated as of the date hereof, among Grantor and the other grantors signatory thereto, and Secured Party (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, Grantor has hypothecated and granted to Secured Party, 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, Grantor hereby grants to the Secured Party, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Secured Party hereby accepts such security interest from Grantor.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

AVANTA ORTHOPAEDICS, LLC

By: 

Name: Anthony G. Viscogliosi  
Title: President

*Signature Page to Trademark Security Agreement*

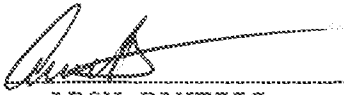
LA1 2306830

**TRADEMARK**  
**REEL: 004672 FRAME: 0509**

Agreed and Accepted:

NEW HEALTH CAPITAL PARTNERS MANAGEMENT LP,  
as Administrative Agent

By: New Health Capital Partners Management GP LLC,  
its General Partner

By:   
Name: ARON DANTZIG  
Title: MANAGING DIRECTOR

*Signature Page to Trademark Security Agreement*

LAI 2306850

**TRADEMARK**  
**REEL: 004672 FRAME: 0510**

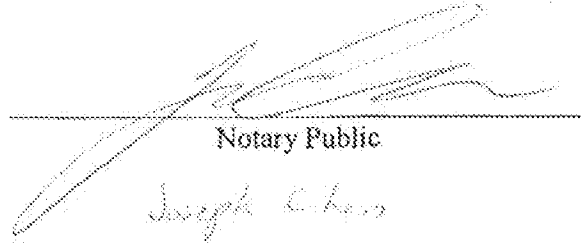
ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

SS.:

COUNTY OF New York

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me personally came Anthony G. Vito, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Avanti Orthopedics, Inc., a company, and that s/he executed the foregoing instrument in the name of Avanti Orthopedics, 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  
Joseph Kubers

**SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT**

[See Schedule I-C to the Security Agreement]



SCHEDULE I-C. TRADEMARKS

Mark	Appl./Reg. No.	Filing Date	Reg. Date	Country	Class	Owner
AVANTA ORTHOPAEDICS	75178026 2286902	10/07/1996	10/19/1999	US	10 Int.	Avanta Orthopaedics, LLC
RHEAD (Stylized)	76126299 2491633	09/12/2000	09/18/2001	US	10 Int.	Avanta Orthopaedics, LLC
SYSTEM PACK	78308594 3012341	10/02/2003	11/01/2005	US	10 Int.	Avanta Orthopaedics, LLC
UHEAD (Stylized)	76126298 2505686	09/12/2000	11/06/2001	US	10 Int.	Avanta Orthopaedics, LLC