

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/27/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Soteira, Inc.		
Street Address:	14 Tech Circle		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3931238	SOTEIRA	
Serial Number:	77010144	VERTEBROSTENTING	
Registration Number:	2974422	PLEXIS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-570-1000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	120909-159803		
NAME OF SUBMITTER:	Ryan E. Thomas		

OP \$90.00 3931238

Signature:	/Ryan E. Thomas/
Date:	07/27/2012
Total Attachments: 6 source=Soteria Termination and Release of Security Interest#page1.tif source=Soteria Termination and Release of Security Interest#page2.tif source=Soteria Termination and Release of Security Interest#page3.tif source=Soteria Termination and Release of Security Interest#page4.tif source=Soteria Termination and Release of Security Interest#page5.tif source=Soteria Termination and Release of Security Interest#page6.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is effective as of this 27 day of July, 2012 (the "Release Date") by Silicon Valley Bank, a California corporation (the "Secured Party"), for the benefit of Soteira, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan Agreement with Secured Party, dated August 11, 2009 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated July 16, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to all of Debtor's right, title and interest in, to and under its intellectual property, including, without limitation: (a) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each trademark and related registrations and applications identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks"), (b) all patents, patent applications and like protections and patentable inventions, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the "Patents"), (c) 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, (d) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products, (e) any and all design rights, (f) any and all mask works or similar rights available for the protection of semiconductor chips, (g) all licenses or other rights to use any of the foregoing and all license fees and royalties arising from such use to the extent permitted by such license or rights, (h) all amendments, extensions, renewals and extenuations of any of the foregoing, (i) 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, (j) 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 and (k) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining to any of the foregoing (collectively the "Intellectual Property Collateral");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Marks and Patents; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing and satisfied all of its obligations under the Loan Agreement and the other financing documents executed in connection

therewith and has requested that the Secured Party release its security interest in the Intellectual Property Collateral, and the Secured Party desires to release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under the Intellectual Property Collateral granted to Secured Party by the Debtor under the Loan Agreement and Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed and delivered by its duly authorized officer as of the Release Date.

SILICON VALLEY BANK,

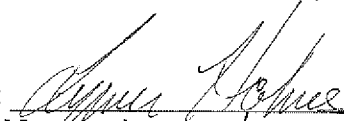
By: 
Name: LYNN HOLMES
Title: ADVISOR

EXHIBIT A

The Trademarks

<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Country</u>
SOTEIRA	3,931,238	15-Mar-2011	U.S.A
VERTEBROSTENTING	77/010,144	29-Sep-2006	U.S.A
SOTEIRA	005857561	20-Feb-2008	European Community
VERTEBROSTENTING	005784202	8-Feb-2008	European Community
PLEXIS	2,974,422		U.S.A.

EXHIBIT B**The Patents**

<u>Title</u>	<u>Application/Patent Number</u>	<u>Filing/Issue Date</u>	<u>Country</u>
ORTHOPEDIC SURGERY ACCESS DEVICES	05751822. 7	29-Mar-2005	European Patent Convention
ORTHOPEDIC SURGERY ACCESS DEVICES	1758507	27-Oct-2010	France
ORTHOPEDIC SURGERY ACCESS DEVICES	602005024391.7-08	27-Oct-2010	Germany
ORTHOPEDIC SURGERY ACCESS DEVICES	PCT/US05/010739	29-Mar-2005	Patent Cooperation Treaty
ORTHOPEDIC SURGERY ACCESS DEVICES	11/091,232	28-Mar-2005	U.S.A.
DEVICE AND METHODS TO REDUCE AND STABILIZE BROKEN BONES	60/557,246	29-Mar-2004	U.S.A.
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	05740213.3	15-Apr-2005	European Patent Convention
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	4430712	25-Dec-2009	Japan
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	PCT/US05/012990	15-Apr-2005	Patent Cooperation Treaty
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	7,465,318	16-Dec-2008	U.S.A.
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	8,100,973	24-Jan-2012	U.S.A.
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	13/331,676		U.S.A.
SELF-RESTORING ORTHOPEDIC TEXTILE COMPOSITE DEVICES	60/604,800	26-Aug-2004	U.S.A.
EXPANDABLE INTERSEOUS BONE-FIXATION PROSTHESIS	60/562,686	15-Apr-2004	U.S.A.
BONE REAMER	60/632,033	01-Dec-2004	U.S.A.
DRILLS AND METHODS FOR VERTEBROSTENTING	07853375.9	14-Dec-2007	European Patent Convention
DRILLS AND METHODS FOR VERTEBROSTENTING	PCT/US07/25544	14-Dec-2007	Patent Cooperation Treaty
DEVICES AND METHODS FOR VERTEBROSTENTING	11/957,022	14-Dec-2007	U.S.A.
DEVICES AND METHODS FOR VERTEBROSTENTING	12/688,418	15-Jan-2010	U.S.A.
DEVICES AND METHODS FOR VERTEBROSTENTING	12/688,429	15-Jan-2010	U.S.A.

<u>Title</u>	<u>Application/Patent Number</u>	<u>Filing/Issue Date</u>	<u>Country</u>
DRILLS AND METHODS FOR VERTEBROSTENTING	60/875,114	15-Dec-2006	U.S.A.
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	PCT/US07/25603	14-Dec-2007	Patent Cooperation Treaty
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	7,909,873	22-Mar-2011	U.S.A.
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	12/688,437	15-Jan-2010	U.S.A.
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	60/875,173	15-Dec-2006	U.S.A.
DEVICES AND METHODS FOR FRACTURE REDUCTION	PCT/US09/47614	17-Jun-2009	Patent Cooperation Treaty
DEVICES AND METHODS FOR FRACTURE REDUCTION	12/486,439	17-Jun-2009	U.S.A.
DEVICES AND METHODS FOR FRACTURE REDUCTION	61/073,184	17-Jun-2008	U.S.A.
DEVICES AND METHODS FOR VERTEBROSTENTING	PCT/US10/28275	23-Mar-2010	Patent Cooperation Treaty
DEVICES AND METHODS FOR VERTEBROSTENTING	12/729,724	23-Mar-2010	U.S.A.
DEVICES AND METHODS FOR VERTEBROSTENTING	61/210,771	23-Mar-2009	U.S.A.
BALLOON EXPANDABLE CEMENT DIRECTOR AND RELATED METHODS	13/035,423		U.S.A.
BALLOON EXPANDABLE CEMENT DIRECTOR AND RELATED METHODS	61/308,055	25-Feb-2010	U.S.A.
APPARATUS FOR MIXING AND DISPENSING COMPONENTS	6,984,063	10-Jan-2006	U.S.A.
APPARATUS FOR MIXING AND DISPENSING COMPONENTS	7,029,163	18-Apr-2006	U.S.A.
APPARATUS FOR MIXING AND DISPENSING COMPONENTS	7,311,436	25-Dec-2007	U.S.A.
APPARATUS FOR MIXING AND DISPENSING COMPONENTS	7,441,943	28-Oct-2008	U.S.A.
APPARATUS FOR MIXING AND DISPENSING COMPONENTS	12/801,167	26-May-2010	U.S.A.
SYRINGE PLUNGER ASSEMBLY	12/705,313	12-Feb-2010	U.S.A.
TELESCOPING PLUNGER ASSEMBLY	12/492,870	26-Jun-2009	U.S.A.

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REEL: 004830 FRAME: 0603