TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Verticor, LTD		07/01/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Amendia, Inc.
Street Address:	1755 West Oak Parkway
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30062
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3804210	V
Registration Number:	3860647	VC
Serial Number:	85123147	VENUS

OP $90.00 3804210

CORRESPONDENCE DATA

Fax Number: 7702174071
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6787431125
Email: trademark@fsblegal.com
Correspondent Name: Anthony J DoVale
Address Line 1: 885 Woodstock Road
Address Line 2: Suite 430-383
Address Line 4: Roswell, GEORGIA 30075

NAME OF SUBMITTER:	Anthony J. DoVale

Signature:	/Anthony J DoVale/
Date:	08/09/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 1, 2012, is made by Verticor, LTD ("**Seller**"), a Texas limited partnership, in favor of Amendia, Inc. ("**Buyer**"), a Georgia corporation, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of May 2011 (the "**Asset Purchase Agreement**") (each of Seller and Buyer referred to herein as a "**Party**" or collectively as the "**Parties**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth in Exhibit A hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

VERTICOR, LTD

By: _____

Name:
Title: Todd Stanaford
CEO

AMENDIA, INC.

By: _____

Name: Jeff Smith
Title: CEO

EXHIBIT A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

VLIF

VENUS

SAMSON CORPECTOMY