

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
	Phygen, LLC		11/06/2012
			LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alphatec Spine, Inc.		
Street Address:	5818 El Camino Real		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3198365	LAGUNA
	Registration Number:	3309449	DEL MAR
CORRESPONDENCE DATA			
Fax Number:	7604311624		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7604946835		
Email:	docketing@cpaglobal.com		
Correspondent Name:	Alphatec Spine, Inc.		
Address Line 1:	5818 El Camino Real		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
ATTORNEY DOCKET NUMBER:	PHYGEN TM ASSIGN		
NAME OF SUBMITTER:	Michael J. Loi		
Signature:	/Michael J. Loi/		

OP \$65.00 3198365

Date:

12/18/2012

Total Attachments: 5

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ASSIGNMENT OF PRODUCT MARKS

THIS ASSIGNMENT OF PRODUCT MARKS (this "Assignment") is entered into as of November 6, 2012 (the "Effective Date"), by and between Alphatec Holdings, Inc., a Delaware corporation (the "Assignee") on the one hand, and Phygen, LLC, a California limited liability company (the "Assignor") on the other hand.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 19, 2012 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed, subject to the conditions contained in the Asset Purchase Agreement, to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignor, all of Assignor's right, title and interest in, to and under Product Marks (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks and related registrations and/or applications set forth on Schedule A, and any foreign counterparts thereto (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, convey, transfer, assign and deliver to the Assignee, and the Assignee hereby accepts, all of Assignor's entire right, title and interest in and to the Trademarks and all goodwill related thereto and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Trademarks.

2. Assignor hereby divests itself of any and all rights it had in, to and under the Trademarks and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Trademarks to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto.

3. Assignee shall henceforth have the right to use or make any other disposal of the Trademarks without any further claim on the part of the Assignor in any event or at any time.

4. Assignor hereby authorizes and requests the commissioner for Trademarks in each jurisdiction where any of the Trademarks are filed, including without limitation the Office for Harmonization in the Internal Market ("OHIM"), to record the title of Assignee as owner of all right, title, and interest in and to the Trademarks. Assignor agrees to execute and deliver such United States Patent and Trademark Office ("USPTO") further instruments including, without limitation, further instruments of assignment and transfer, as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

5. This Assignment shall be governed by the internal law of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

6. This Assignment may be executed manually or by facsimile by the parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to the other party. Delivery of an executed counterpart of a signature page of this Assignment or any amendment hereto by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart hereof.

* * * * *

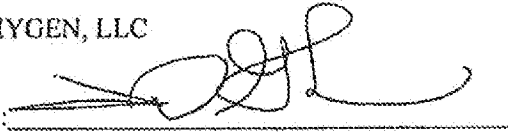
[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Product Marks as of the date first written above.

ASSIGNOR:

PHYGEN, LLC

By:



Name: Tom Gardner
Title: Chief Executive Officer

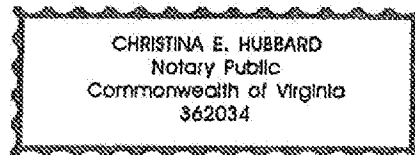
STATE OF ^{Virginia} CALIFORNIA)
City) SS
COUNTY OF Martinsville)

On November 5, 2012 before me, Christina E Hubbard Notary Public, personally appeared Tom Gardner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christina E Hubbard
SIGNATURE OF NOTARY PUBLIC



[SIGNATURE PAGE TO ASSIGNMENT OF PRODUCT MARKS]

Schedule A

Trademarks

Registration Number	Registration Date	Serial Number	Filing Date	Mark
3,198,365	16-Jan-07	78/743,555	31-Oct-05	LAGUNA
3,309,449	9-Oct-07	78/804,769	1-Feb-06	DEL MAR
				AUTOLOK
				CABO
				CATALINA
				CORONADO
				LEUCADIA