

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.		01/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New Health Capital Partners Management LP, as Administrative Agent		
Street Address:	1350 AVENUE OF THE AMERICAS		
Internal Address:	SUITE 905		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85492093	SBI A3 INTERLOCKING NAIL	
Serial Number:	85668998	TAS TOTAL ANKLE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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:	51052-10052		
NAME OF SUBMITTER:	Dusan Clark		

Signature:	/Dusan Clark/
Date:	01/15/2013
Total Attachments: 5 source=TSA executed2#page1.tif source=TSA executed2#page2.tif source=TSA executed2#page3.tif source=TSA executed2#page4.tif source=TSA executed2#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated January 7, 2013, is made by Small Bone Innovations, Inc., a Delaware corporation ("Assignor") in favor of New Health Capital Partners Management LP, in its capacity as administrative agent for the Lenders party to the Credit Agreement (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 December 2, 2011, 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: Executive Chairman

TRADEMARK

REEL: 004942 FRAME: 0990

Agreed and Accepted:

NEW HEALTH CAPITAL
PARTNERS MANAGEMENT
LP, as Administrative Agent

By: New Health Capital Partners
Management GP LLC, its general
partner

By: Richard Baxter
Name: RICHARD BAXTER
Title: MANAGING DIRECTOR

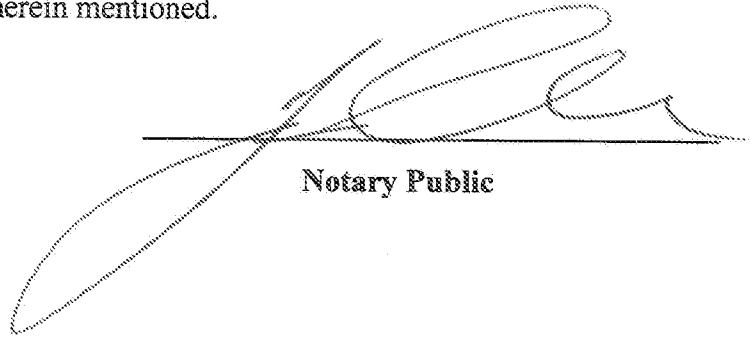
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK



On this 7th day of January, 2013, before me personally came Anthony G. Viscogliosi, to me known to be the person who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he is the Executive Chairman of Small Bone Innovations, Inc., a Delaware corporation, and that he executed the foregoing instrument in the name of Small Bone Innovations, Inc., and that he had authority to sign the same, and 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 IA TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations and Trademark Applications]

Mark	Country	Owner	App. No./ App. Date	Comments / Status	Next Action
	United States	Small Bone Innovations, Inc.	App. No. 85/492,093 Filed 9 Dec 2011	USPTO issued Notice of Allowance on 10 Jul 2012.	Statement of Use <i>filed</i> on 7 Dec 2012; Examination of Statement of Use in progress
	United States	Small Bone Innovations, Inc.	App. No. 85/668,998 Filed 5 Jul 2012	USPTO issued Office Action on 15 Nov 2012.	File Response to Office Action by 15-May-2013.