

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301652

<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>
Omni Life Science, Inc.		04/08/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerfield Private Design Fund II, L.P.		
<b>Street Address:</b>	780 Third Avenue, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>Name:</b>	Deerfield Private Design International II, L.P.		
<b>Street Address:</b>	780 Third Avenue, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3600179	OMNI LIFE SCIENCE	
<b>Registration Number:</b>	3596557		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	333285-87		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		

CH \$65.00 3600179

**DATE SIGNED:**

04/16/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 8<sup>th</sup> day of April, 2014 by and between DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P. (collectively, the "Lenders"), and OMNI life science, Inc., (the "Grantor").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans"), in the amounts and manner set forth in that certain Facility Agreement by and between the Lenders, Orthopaedic Synergy, Inc. and Grantor, dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used and not defined herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor shall grant to the Lenders, a security interest in its Intellectual Property, including certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure its obligations under the Loan Agreement and Security Agreement.

B. Pursuant to the terms of the Guaranty and Security Agreement, Grantor has granted to the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as such term is defined in the Guaranty and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and Security Agreement and Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To secure its obligations under the Guaranty and Security Agreement and Loan Agreement, Grantor grants and pledges to the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property ( the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations and applications set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark registrations and applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(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.

2. These security interests are granted in conjunction with the security interests granted to the Lenders, under the Guaranty and Security Agreement. The rights and remedies of Lenders with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and Guaranty and Security Agreement, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement or Guaranty and Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders, of any or all other rights, powers or remedies.

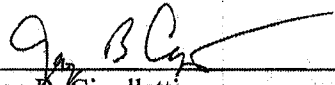
3. This IP Security Agreement is a Loan Document. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

4. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 6.4 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

OMNI life science, Inc.

By:   
George B. Cipolletti  
President and Chief Executive Officer

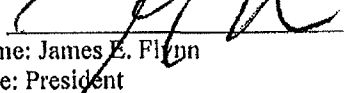
[Signatures Continue on Following Page]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**LENDERS:**

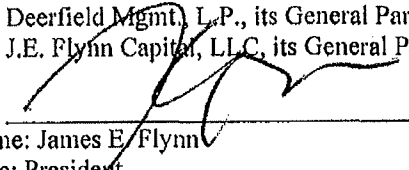
**DEERFIELD PRIVATE DESIGN FUND II, L.P.**

By: Deerfield Mgmt., L.P., its General Partner  
By: J.E. Flynn Capital, LLC, its General Partner

By:   
Name: James E. Flynn  
Title: President

**DEERFIELD PRIVATE DESIGN INTERNATIONAL  
II, L.P.**

By: Deerfield Mgmt., L.P., its General Partner  
By: J.E. Flynn Capital, LLC, its General Partner

By:   
Name: James E. Flynn  
Title: President

[End of Signature Pages]

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<b>Description</b>	<b>Number</b>	<b>Date</b>
IMPLANTABLE JOINT PROSTHESIS, US patent	6702854	09-Mar-2004
JOINT PROSTHESES AND COMPONENTS THEREOF, US patent	7044975	16-May-2006
TAPERED JOINT PROSTHESIS, US patent	7572297	11-Aug-2009
IMPLANTABLE JOINT PROSTHESIS, International application (expired)	PCT/US00/15059	31-May-2000
IMPLANTABLE JOINT PROSTHESIS, European application (expired)	00938017.1	31-May-2000
TAPERED JOINT PROSTHESIS, International application (expired)	PCT/US04/033385	08-Oct-2004
TAPERED JOINT PROSTHESIS, Japanese Patent	4608497	15-Oct-2010
TAPERED JOINT PROSTHESIS, Australian Patent	2004280263	08-Oct-2004
MODULAR TAPERED JOINT PROSTHESIS, Provisional application (expired)	60/509528	09-Oct-2003
TAPERED JOINT PROSTHESIS, German application (pending)	11 2004 001 893.5	08-Oct-2004
CROSSLINKED POLYETHYLENE ARTICLE, US Patent	7803310	28 Sept 2010
CROSSLINKED POLYETHYLENE ARTICLE, International application (expired)	PCT/US06/022878	13-Jun-2006
CROSSLINKED POLYETHYLENE ARTICLE, Japanese application (pending)	2008-516992	13-Jun-2006
CROSSLINKED POLYETHYLENE ARTICLE, Australian Patent	2006259555	13-Jun-2006
CROSSLINKED POLYETHYLENE IMPLANT, Provisional application (expired)	60/690145	14-Jun-2005
CROSSLINKED POLYETHYLENE ARTICLE, European application (pending)	06784796.2	13-Jun-2006
MODULAR KNEE PROSTHESIS, US Patent	7753960	13-Jul-2010
MODULAR KNEE PROSTHESIS, International application (expired)	PCT/US05/006055	28-Feb-2005
MODULAR KNEE PROSTHESIS, Australian patent	2005216267	26-Feb-2009
MODULAR KNEE PROSTHESIS, Provisional application (expired)	60/547627	26-Feb-2004
MODULAR KNEE PROSTHESIS, German application (expired)	112005000431.7	28-Feb-2005
Praxim Related Copyrights/Patent/Patent Applications	Various	18-May-2010

<b>Description</b>	<b>Number</b>	<b>Date</b>
MODULAR TIBIAL KNEE PROSTHESIS, US Provisional application (expired)	61/442988	15-Feb-2011
MODULAR PROSTHESIS (claims benefit of 61/442988), US patent application	13/397,083	15-Feb-2012
MODULAR PROSTHESIS (claims benefit of 61/442988), PCT application	PCT/US2012/025208	15-Feb-2012

EXHIBIT C

Trademarks


<b>Trademark</b>	<b>Country</b>	<b>Mark</b>	<b>Number</b>	<b>Date</b>
OMNIlife science	United States	Word	3600179	31-Mar-09
Logo mark	United States		3596557	24-Mar-09

EXHIBIT D

Mask Works

None.