

03-05-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

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2-7-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Interpore Cross International, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation – California
- Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: December 12, 2002

2. Name and address of receiving party(ies):

Name: Interpore Orthopaedics, Inc.

Internal _____

Address: _____

Street Address: 181 Technology Drive

City: Irvine State: CA Zip: 92618

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

FEB 7 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/017133

B. Trademark Registration No.(s)

none

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julie L. Dalke, Esq.

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... : 1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Julie L. Dalke

Name of Person Signing

Julie L. Dalke
Signature

2/12/03
Date

Total number of pages including cover sheet, attachments, and document: 3

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TRADEMARK
REEL: 002683 FRAME: 0036

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") dated this 12 day of December, 2002, is by and between Interpore Cross International, Inc., a California corporation, which has a principal place of business at 181 Technology Drive, Irvine, California 92618 ("Assignor") and Interpore Orthopaedics, Inc., a Delaware corporation, which has a principal place of business at 181 Technology Drive, Irvine, California 92618 ("Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademark");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark applications and registrations listed in Schedule B, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Applications and Registrations");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademark and the Applications and Registrations and has not abandoned it;


WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark and the Applications and Registrations owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and the Applications and Registrations;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and the Applications and Registrations; together with the goodwill symbolized by said Trademark and the Applications and Registrations.


Interpore Cross International, Inc., a California corporation

DATED: 12-12-02


By: RICHARD HARRISON
Title: SR VP

Interpore Orthopaedics, Inc., a Delaware corporation

DATED: 12-12-02


By: DAVID MERCER
Title: CEO

SCHEDULE A

Trademark

1. PRO OSTEON

SCHEDULE B

Trademark Applications and Registrations

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Argentina	PRO-OSTEON	2048665	Sept. 12, 1996	1649352	Oct. 31, 1997
Argentina	PRO OSTEON	2182325	Oct. 21, 1998	1872067	May 21, 2002
Brazil	PRO OSTEON	820992658	Oct. 21, 1998	N/A	N/A
United States	PRO OSTEON	76/017133	April 4, 2000	N/A	N/A

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