

06/18/2004
RESPONSE TO EXAMINER'S COVER SHEET
700092677
TRADEMARKS ONLY

Our Ref.: 4379-3

Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
VITA SPECIAL PURPOSE CORPORATION

Individual(s)
 General partnership
 Corporation-State: **Delaware**
 Other

Association
 Limited Partnership

2. Name and address of receiving party(ies):
Name(s): **PAUL CAPITAL ROYALTY ACQUISITION FUND, L.P.**
Attention: **Chief Financial Officer**
c/o Paul Capital Management, L.L.C.
Address: **50 California Street**
Suite 3000
City: **San Francisco**
State/Country: **California**
Zip: **94111**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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

3. Nature of conveyance:
 Security Interest

Execution Date: **October 16, 2001**

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)
(1) **75/132,498**
(2)
(3)

B. Trademark Registration No.(s)
(1) **2513277**
(2) **2646320**
(3)

Additional numbers attached? Yes No

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

Street Address: **Nixon & Vanderhye P.C.**
1100 North Glebe Road
8th Floor

City: **Arlington** State: **VA** Zip: **22201**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) \$ **90.00**
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements 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.

Willem F. Gadiano
Name of Person Signing

[Signature]
Signature

June 18, 2004
Date

Total number of pages including cover sheet, attachments and document: **7**

WFG:ewm

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this document (including any paper referred to as being attached or enclosed) is being sent to the U.S. Patent and Trademark Office via facsimile transmission to (703) 306-6006 on the date indicated below, with a coversheet addressed to Commissioner for Patents, U.S. Patent and Trademark Office.

Date: **June 18, 2004**
By: *[Signature]*
Willem F. Gadiano, Reg. No. 37,196

855274

EXHIBIT B
TO SECURITY AGREEMENT

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 16, 2001, is made by Vita Special Purpose Corporation, a Delaware corporation, (the "Grantor"), in favor of Paul Capital Royalty Acquisition Fund, L.P., a Delaware limited partnership (the "Grantee").

RECITALS

Pursuant to the terms of that certain Security Agreement, dated as of October 16, 2001 (as may be amended, extended and replaced from time to time, the "Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted the Grantee a security interest in all of the Grantor's patents, trademarks, copyrights and other intellectual property and agreed to execute and deliver certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

As collateral security for the prompt and complete payment and performance of the Obligations, the Grantor hereby assigns and pledges to the Grantee and hereby grants to the Grantee a security interest in, all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

- (a) all trademarks and service marks of the Grantor related to the Products in the Territories, including all registrations and recordings thereof, and all applications for registrations thereof, including without limitation those registrations and applications for registration of trademarks and service marks that are listed in Item A of Attachment I hereto (collectively, the "Trademarks");
- (b) all licenses of Trademarks to or by Grantor, including without limitation each Trademark license referred to in Item B of Attachment I hereto (collectively, the "Trademark Licenses");
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and
- (e) all proceeds of, and rights associated with, any of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License.

3. Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Grantee in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon the indefeasible payment in full of the Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Grantor. Upon any such termination, the Grantee shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as Grantor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. Acknowledgment

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Transfer of Title

Notwithstanding anything to the contrary, to the extent title in or to the Trademark Collateral is transferred to a third party, the third party shall take its rights in the Trademark Collateral subject to the obligations and duties of: (i) Vita Licensing under the Vita License Agreement and (ii) and Grantor under the Vita SPC Trademark License Agreement.

7. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

12/2001 22:00 FAX 212 400 7800
12/2001 13:29 FAX 212 293 2219

MORRISON & FOERSTER
PAUL CAPITAL PARTNERS

004
003

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

VITA SPECIAL PURPOSE CORP.

By: [Signature]
Name: JOSEPH M. PAIVA
Title: VP + Secretary

Accepted and Acknowledged By:

PAUL CAPITAL ROYALTY ACQUISITION FUND

By: Paul Capital Management, LLC,
its General Partner

By: [Signature]
Name: Walter Flamenbaum, M.D.
Title: Managing Member

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania)

) ss.

COUNTY OF Chester)

On this 16th day of December, 2001 before me personally appeared JOSEPH M. PAIVA, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VITA SPECIAL PURPOSE CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
{seal} Notary Public

NOTARIAL SEAL
SUSAN W. SWARTZ, NOTARY PUBLIC
MALVERN BORO., CHESTER COUNTY
MY COMMISSION EXPIRES NOV. 17, 2003

[Signature page to Agreement (Trademark)]

ATTACHMENT 1
TO AGREEMENT (TRADEMARK)

Item A -- Trademarks:

TRADEMARKS						
Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
	VITOSS	USA		75/816,534 10/06/99	Int. Cl. 5: bone and dental compositions consisting of bioactive granules and substrates for use in the repair or replacement of teeth and bones; cement for bones for medical use; cement for teeth for dental use. Intl. Cl. 10: orthopedic and dental surgical materials and supplies, namely, a composite composed of a bioactive glass and polymer resin with high load bearing and bone bonding characteristics for use in the repair or replacement of teeth and bones in International Class 10	Pending; per U.S. Trademark Office as of 9/2/01, final review before registration has been completed and the application will register in due course.

TRADEMARKS (Continued)

Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
-	CORTOSS	USA		75/827,120 10/20/99	Bone and dental compositions and substrates for use in the repair or replacement of teeth and bones; cement for bones for medical use; orthopedic and dental surgical materials and supplies, namely, materials with load bearing and bone bonding characteristics for use in the repair or replacement of bony structures, bone, teeth and implants; fillers, coatings, templates, substrates, pins, rods, plugs, screws, vertebral discs, shaped bone substitutes; cement, injectable fluids, and putties for teeth and bones in International Class 5	Pending; published on 5/16/00; Notice of Allowance issued on 8/8/00; Statement of Use or Third Request for Extension of Time to file same due 02/08/02.

TRADEMARKS (Continued)

Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
	RHAKOSS	USA		76/132,498 09/21/00	Synthetic bone implants in International Class 10	Pending; application published on 8/7/01.

Item B -- Trademark Licenses:

None.

**ATTACHMENT 1
TO AGREEMENT (TRADEMARK)
(CONTINUED)**

U.S. REGISTERED TRADEMARKS

2513277

2646320