

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exactech, Inc.		11/30/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	15 Exchange Place
Internal Address:	Thrid Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	78199709	A GREAT DAY IN THE O.R.
Serial Number:	76602471	AURA
Serial Number:	76634179	CONNEXION GXL
Serial Number:	76629693	DIAMOND DISK
Serial Number:	76629694	DIAMOND HIP
Serial Number:	76629692	DIAMOND JOINT
Serial Number:	76629689	DIAMOND JOINTS
Serial Number:	76629691	DIAMOND ON DIAMOND
Serial Number:	76629695	DIAMOND/DIAMOND
Serial Number:	76533874	EQUINOX
Registration Number:	2360097	ACUMATCH
Registration Number:	1650672	EXACTECH
Registration Number:	1713359	MCS

CH \$765.00 78199709

Registration Number:	2904316	OPTEFIL
Registration Number:	2392670	OPTEFORM
Registration Number:	1942473	OPTETRAK
Registration Number:	1953040	OPTETRAK
Serial Number:	76533714	EQUINOXE
Serial Number:	76635848	GXL
Serial Number:	76563739	HF
Serial Number:	76563738	HI-FLEX
Serial Number:	76615992	LOW PROFILE INSTRUMENTS
Serial Number:	76615957	LPI
Serial Number:	76593528	NOVATION
Serial Number:	76607425	OPTECURE
Serial Number:	76607426	OPTEMX
Serial Number:	76634243	OSTEOTRAC
Serial Number:	76609102	RBK
Serial Number:	76609104	ROTATING BEARING KNEE
Serial Number:	76760215	

CORRESPONDENCE DATA

Fax Number: (732)846-8877
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7324482570
Email: jbitar@windelsmarx.com
Correspondent Name: John Bitar
Address Line 1: 120 Albany Street Plaza
Address Line 2: Windels Marx Lane & Mittendorf, LLP
Address Line 4: NEW BRUNSWICK, NEW JERSEY 08901

ATTORNEY DOCKET NUMBER:	300761-045
NAME OF SUBMITTER:	John Bitar
Signature:	/John Bitar/
Date:	12/28/2005

Total Attachments: 18
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Trademark Security Agreement

This SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2005, between EXACTECH, INC., a corporation organized and existing under the laws of the State of Florida (the "Debtor"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a corporation organized and existing under the laws of the State of Delaware (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means the WCMA Loan and Security Agreement No. 2BN-07R43, June 25, 2004, as amended and supplemented including by a Letter Agreement dated the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" shall mean the Uniform Commercial Code of Illinois as in effect in Illinois from time to time.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in and mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor

now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all state (including common law) and federal trademarks, service marks, and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark, trade name, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark, trade name, or other mark, only to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark, trade name, or other mark) (each, a "Mark" and collectively the "Marks"), including but not limited to those Marks listed on Schedule A attached hereto;
- (ii) to the extent assignable, all licenses relating to any of the Marks, and all income and royalties with respect to any licenses (including such Marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

(c) **Conditional Assignment.** In addition to, and not by way of limitation of, the grant of a security interest in the Collateral, Debtor hereby grants, assigns, transfers, and conveys to Secured Party the Collateral; provided, however, that such grant, assignment, transfer, and conveyance shall be and become of force and effect only upon the occurrence and continuance of an Event of Default by Debtor under the Loan Agreement and either (i) upon the written demand of Secured Party at any time during a continuance of any default in connection with the Secured Party's enforcement of its rights, or (ii) immediately and automatically (without notice or action of any kind by Secured Party) upon a foreclosure upon the Collateral pursuant to the Uniform Commercial Code (including, without limitation, the transfer or other disposition of the Collateral by Debtor to Secured Party in lieu of foreclosure). Upon the effectiveness of such grant, assignment, transfer, and conveyance, Secured Party may (but shall not be obligated to) grant to Debtor, its successors, and permitted assigns, a worldwide, royalty-free, transferable and

sublicenseable, fully-paid up right, terminable at any time, to: (y) make, use, offer for sale, design, reproduce, make derivative works from, and publicly distribute the Collateral, and (z) use the Collateral in conjunction with its regular business operations. Upon the effectiveness of the grant, assignment, transfer, and conveyance provided herein, Secured Party shall own the entire right, title, and interest in and to the Collateral, free and clear of any lien, charge, encumbrance, or claim of Debtor or any other party.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Documents or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) **Trademarks.** As of the date hereof, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) **Power and Authority.** Debtor has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or contravene any Material Contract.

(c) **Sole Owner.** Debtor has good and marketable title to the Collateral, free and clear of any liens, charges, security interest, or other encumbrance.

(d) **Validity.** Except as would not have a Material Adverse Effect, the Collateral and its related rights are subsisting, have not been adjudged invalid or unenforceable, and there are no pending or threatened claims by any third parties that any of the rights related to the Collateral are invalid or unenforceable. Other than those for which duly executed termination statements have been delivered to Secured Party, there is not on file in any governmental or regulatory authority, agency, or recording office any effective financing statement, security agreement, assignment, license, or transfer or notice of any of the foregoing (other than those that may have been filed in favor of Secured Party) covering any of the Collateral, and Debtor is not aware of any such filing other than those for which duly executed termination statements have been delivered, or will be delivered upon funding of the Loans, to Secured Party. So long as this Agreement shall be in effect, Debtor shall not execute and shall not permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of Secured Party).

(e) **No Third Party Rights.** No claim has been made that, upon closing under the Loan Agreement, Debtor's use of any of the Collateral may violate the rights of any third party. Except as would not have a Material Adverse Effect, there have been no adverse decisions with respect to Debtor's ownership rights in or exclusive rights to use the Collateral on or after the closing under

the Loan Agreement, or to its right, upon closing under the Loan Agreement to use and register the Collateral in any jurisdiction, or to keep and maintain such registrations in full force and effect after the closing under the Loan Agreement. Except as would not have a Material Adverse Effect, there is no proceeding involving said future rights of Debtor threatened or pending in the PTO or any similar office or agency of the United States or any foreign country, or any state or foreign country or in any court.

(f) **No Adverse Decisions.** Debtor shall promptly notify Secured Party of the institution of, and any adverse decision in, any proceeding in the PTO or any similar office or agency of the United States or any state or any foreign country, or any court, regarding Debtor's claim of ownership in any of the Collateral, its right to register any of the same, or to keep and maintain any such registration which would reasonably be expected to have a Material Adverse Effect.

(g) **Policing of Marks.** Debtor shall use the Collateral in its business in the same or similar manner as it has been used in the past, with the same requirements and quality standards as in the past have been and now are applicable to its goods and services. Debtor shall use the Collateral only with the statutory and other appropriate notices of the registrations and ownership thereof. Debtor shall take all necessary and appropriate actions to insure that none of the Collateral shall become generic or merely descriptive.

(h) **No Unauthorized Use.** To the best of Debtor's knowledge and belief, except as set forth herein or as would not have a Material Adverse Effect, there is at present no infringement or unauthorized or improper use of the Collateral. Debtor shall use its best efforts to detect any such infringement or unauthorized or improper use. In the event of any such infringement or unauthorized or improper use by any third party, Debtor shall promptly notify Secured Party and shall have the first opportunity to sue and recover therefor and to retain any and all damages so recovered or obtained. In the event Debtor fails to so sue or bring legal action, Debtor shall notify Secured Party within thirty (30) days after the date of original notice to Debtor of infringement or unauthorized or improper use and, thereafter, Secured Party shall save the right (but not the obligation), at Debtor's expense (including but not limited to reasonable attorney fees), and in the name of Debtor or Secured Party (in the sole discretion of Secured Party), to sue and recover therefor and obtain directly any and all damages recoverable on account thereof; any expenses incurred by Secured Party in any such case shall be added to the principal amount of the Obligations.

(i) **Records.** Debtor will diligently keep complete and accurate records with respect to the Collateral, and will at all times keep at least one set or such records at its chief executive office or principal place of business. Debtor shall, upon reasonable prior notice by Secured Party and at reasonable times, permit Secured Party (or Secured Party's designee) from time to time to review, inspect, and examine such records.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be reasonably requested by Secured Party to assure, confirm or protect the grant or perfection of the security

interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or any applicable state office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new Marks or renewal or extension of any Mark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A. In the event any pending or hereafter filed application for Mark registration, other than a renewal of a trademark registration, has been rejected by the PTO or any other trademark office or agency and Debtor determines in its reasonable business judgment that further prosecution of such application is not warranted, Debtor shall promptly notify Secured Party thereof in writing and may cease to prosecute such application thirty (30) days after such notice.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Illinois.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being

understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. Indemnification. In addition to, and not in limitation of, the general indemnifications set forth in the Loan Agreement, Debtor shall indemnify, defend, and hold harmless Secured Party from and against, and shall pay to Secured Party any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations, or liabilities of any kind or nature (except those resulting from Secured Party's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Collateral, custody, preservation, use, or operation of the Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery, and sale of the goods and services provided under or in connection with any of the Collateral or the sale of, collection from, or other realization upon any of the Collateral, the failure of Debtor to perform or observe any of the provisions hereof, or matters related to any of the foregoing prior to the effectiveness of the grant, assignment, transfer, and conveyance provided for herein. Debtor shall also indemnify and hold harmless Secured Party from and against any and all claims, actions, suits, judgments, penalties, losses, damages, disbursements, expenses, obligations, or liabilities arising out of or in connection with any improper act or omission of Debtor (regardless of whether such act or omission occurred or occurs prior so or after such effectiveness). Any and all fees, reasonable costs, and reasonable expenses, of whatever kind or nature, including but not limited to reasonable fees and disbursements of counsel and of any experts and agents, incurred by Secured Party in connection with the filing or recording of any documents in public offices, the payment or discharge of any taxes, maintenance fees, or encumbrances, or otherwise protecting, maintaining or preserving the Collateral and the security interest thereon, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, or in exercising or enforcing any right or remedy granted to Secured Party hereunder, shall be borne and paid by Debtor.

SECTION 13. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated

regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:

EXACTECH, INC.

By: Joel C. Phillips 11.30.05
Joel C. Phillips,
Chief Financial Officer

SECURED PARTY:

Accepted at Chicago, Illinois:
MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

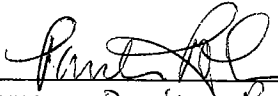
DEBTOR:

EXACTECH, INC.

By: _____
Joel C. Phillips,
Chief Financial Officer

SECURED PARTY:

Accepted at Chicago, Illinois:
MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By:  _____
Name: Pauline Roh
Title: Vice President

**SCHEDULE A
to the Trademark Security Agreement**

Debtor: Exactech, Inc.

Secured Party: Merrill Lynch Business Financial Services Inc.

US Trademarks and Trademark Applications

[SEE ATTACHED]

**Exactech, Inc.
Trademark Report by Mark**

TRADEMARK: A GREAT DAY IN THE O.R.

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Australia	19870-053101	6/24/2003	959086	6/24/2003	959086	Registered	44
China	19870053102		3623550			Pending	
European Union	19870-053103	6/25/2003	003243177	3/1/2005	003243177	Registered	
Hong Kong	19870-053104	6/30/2003	300040706	6/30/2003	300040706	Registered	44
Taiwan	19870-053105	7/2/2003	92041173	7/14/2004	1112572	Registered	44
United States of America	19870-053100	1/3/2003	78/199,709			Pending	44

TRADEMARK: ACUMATCH

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Chile	19870-051510/CL	7/15/2002	574160	1/17/2003	654969	Registered	10
United States of America	19870-050000-7	7/19/1999	75/754,197	6/20/2000	2,360,097	Registered	10

TRADEMARK: ACUMATCH AND DESIGN

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-052700/AR	1/7/2000	2,261,309	5/29/2001	1,831,470	Registered	10

TRADEMARK: ACUMATCH IMPLANT SELECTION SYSTEM

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000-6	11/18/1993	74/462,166	2/14/1995	1,878,503	Inactive	9

TRADEMARK: AURA

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-055200-1	5/13/1996	75/103,233	9/16/1997	2,098,342	Registered	10
United States of America	19870-055200	7/12/2004	76/602,471			Pending	10

TRADEMARK: CONNEXION GXL

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-061800	3/23/2005	76/634,179			Pending	1

TRADEMARK: DIAMOND DISK

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-061200	1/28/2005	76/629,693			Pending	10

**Exactech, Inc.
Trademark Report by Mark**

TRADEMARK: DIAMOND HIP

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Australia	19870-061101					Not yet filed	
Canada	19870-061102	7/27/2005	1,266,243			Pending	10
European Union	19870-061103	7/28/2005	004567095			Pending	10
Japan	19870-061104	7/27/2005	2005-069384			Pending	10
United States of America	19870-061100	1/28/2005	76/629,694			Pending	10

TRADEMARK: DIAMOND JOINT

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-061700	1/28/2005	76/629,692			Pending	10

TRADEMARK: DIAMOND JOINTS

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Australia	19870-061301					Pending	10
Canada	19870-061302	7/27/2005	1,266,244			Pending	10
European Union	19870-061303	7/28/2005	004567103			Pending	10
Japan	19870-061304	7/27/2005	2005-069383			Pending	10
United States of America	19870-061300	1/28/2005	76/629,689			Pending	10

TRADEMARK: DIAMOND ON DIAMOND

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Australia	19870-061601					Not yet filed	
Canada	19870-061602	7/27/2005	1,266,245			Pending	10
European Union	19870-061603	7/28/2005	004567111			Pending	10
Japan	19870-061604	7/27/2005	2005-069382			Pending	10
United States of America	19870-061600	1/28/2005	76/629,691			Pending	10

TRADEMARK: DIAMOND/DIAMOND

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-061000	1/28/2005	76/629,695			Pending	10

TRADEMARK: EQUINOX

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-010000-B/US	8/1/2003	76/533,874			Pending	10

TRADEMARK: EQUINOXE

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-010000/US	7/31/2003	76/533,714			Pending	10

**Exactech, Inc.
Trademark Report by Mark**

TRADEMARK: EXACTECH

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Canada	19870-056300/CA	3/10/2005	1,250,140			Pending	10
United States of America	19870-05000-1	6/1/1989	73/804,174	7/16/1991	1,650,672	Registered	10

TRADEMARK: GXL

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-056400	4/11/2005	76/635,848			Pending	1

TRADEMARK: HF

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-0500003	11/24/2003	76/563,739			Pending	1

TRADEMARK: HI-FLEX

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000A	11/24/2003	76/563,738			Pending	1

TRADEMARK: LOW PROFILE INSTRUMENTS

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-060700	10/14/2004	76/615,992			Pending	10

TRADEMARK: LPI

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-060600	10/14/2004	76/615,957			Pending	10

TRADEMARK: MCS

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000-2	3/13/1990	74/037,908	9/8/1992	1,713,359	Registered	10

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TRADEMARK: NOVATION

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-054902	11/24/2004	2556760			Pending	10
Australia	19870-054903	11/24/2004	1031551	11/24/2004	1031551	Registered	10
Brazil	19870-054904	11/24/2004	827094051			Pending	10
Canada	19870-054801/CA	3/10/2005	1,250,141			Pending	10
Chile	19870-54915	5/24/2004	667314			Pending	10
China	19870-054905	5/24/2004				Pending	
Colombia	19870-054906	5/24/2004				Pending	10
European Union	19870-054901	5/24/2004	004140001			Pending	10
Hong Kong	19870-054907	11/23/2004	300324440	11/23/2004	30324440	Registered	10
India	19870-054908	11/24/2004				Pending	10
Japan	19870-054909	5/24/2004	2004-111316	4/28/2005	4860480	Registered	10
Korea (South)	19870-054910	5/24/2004	2004-53145			Pending	10
Mexico	19870-054911	5/24/2004	689,360			Pending	10
New Zealand	19870-054914	5/24/2004	721931			Pending	
Taiwan	19870-054800/TW	11/24/2004	93054700			Pending	
Turkey	19870-054800/TR	11/24/2004	2004/38306			Pending	
United States of America	19870-054800/US	5/24/2004	76/593,528			Pending	10
Venezuela	19870-054913	5/24/2004	2004-0202295			Pending	10

TRADEMARK: NOVUS

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
European Union	19870-054600-1	4/28/2004	003803392			Pending	
Norway	19870-054600	4/30/2004	2004 04563			Inactive	10
United States of America	19870-054600/US	12/15/2003	76/566,531			Inactive	10

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TRADEMARK: OPTECURE

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-055402	2/10/2005	2570980			Pending	5
Australia	19870-055403	2/11/2005	1041647	2/11/2005	1041647	Registered	5
Brazil	19870-055404	2/11/2005	827161409			Pending	5
Canada	19870-055417	2/11/2005	1,246,615			Pending	5
Chile	19870-055414	2/14/2005	676303			Pending	5
China	19870-055405	2/16/2005	4507450			Pending	5
Colombia	19870-055406	2/11/2005	05012195			Pending	5
Hong Kong	19870-055407	2/12/2005	3003369207			Pending	5
India	19870-055408	2/11/2005	1337916			Pending	5
Japan	19870-055409	2/14/2005	2005-011634			Pending	5
Korea (South)	19870-055410	2/15/2005	2005-5755			Pending	5
New Zealand	19870-055415	2/11/2005	725043			Pending	5
Taiwan	19870-055412	2/14/2005	94006400			Pending	5
Turkey	19870-055416	2/11/2005	2005/04003			Pending	5
United States of America	19870-050000-1	8/13/2004	76/607,425			Pending	
Venezuela	19870-055413	2/11/2005	2005-002106			Pending	5

TRADEMARK: OPTEFIL

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
European Union	19870-051601	10/22/2003	003455706			Pending	10
United States of America	19870-010100/US	6/12/2003	76/522,160	11/23/2004	2,904,316	Registered	10

TRADEMARK: OPTEFORM

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Chile	19870-051508/CL	7/15/2002	574158	1/17/2003	654967	Registered	10
United States of America	19870-051508-1	11/9/1998	75/567,452	10/10/2000	2,392,670	Registered	10

TRADEMARK: OPTEFU

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-051600/US					Inactive	

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TRADEMARK: OPTEMX

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-055300/AR	2/10/2005	2570981			Pending	5
Australia	19870-055303	2/11/2005	1041648	2/11/2005	1041648	Registered	5
Brazil	19870-055304	2/11/2005	827161395			Pending	5
Canada	19870-055317	2/10/2005	1,246,617			Pending	5
Chile	19870-055314	2/14/2005	676304			Pending	5
China	19870-055305	2/16/2005	4507451			Pending	5
Colombia	19870-055306	2/10/2005				Pending	5
European Union	19870-055301	2/10/2005	004284791			Pending	5
India	19870-055308	2/11/2005	1337917			Pending	5
Japan	19870-055309	2/14/2005	2005-011635			Pending	5
Korea (South)	19870-055310	2/11/2005	2005-5756			Pending	5
Mexico	19870-055311	2/11/2005	701,603			Pending	5
New Zealand	19870-055315	2/10/2005	725044			Pending	5
Taiwan	19870-055300TW	2/14/2005	94006402			Pending	10
Turkey	19870-055316	2/11/2005	2005/04002			Pending	
United States of America	19870-055300	8/13/2004	76/607,426			Pending	
Venezuela	19870-055313	2/11/2005	2005-002107			Pending	5

TRADEMARK: OPTETRAK

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-051502/AR	4/28/1995	1973690	2/7/1996	1590998	Registered	10
Canada	19870-051513/CA	3/10/2005	1,250,145			Pending	10
Chile	19870-051503/CL	7/15/2002	574159	1/17/2003	654968	Registered	10
Italy	19870-051504/IT	4/28/1995	T095COO1397	7/16/1997	717012	Registered	10
Korea (South)	19870-051505/KR	5/2/1995	95-17003	5/23/1997	362700	Registered	10
Spain	19870-051506/ES	4/28/1995	1962501	4/28/1995	1962501	Registered	10
Taiwan	19870-051507/TW	5/1/1995	84020712	5/31/1996	00717849	Registered	10
United States of America	19870-051500/US	10/28/1994	74/591,760	12/19/1995	1,942,473	Registered	10

TRADEMARK: OPTETRAK (STYLIZED)

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Chile	19870-053001/CL	7/15/2002	574157	1/17/2003	654966	Registered	10
United States of America	19870-051512/US	2/3/1995	74/629,323	1/30/1996	1,953,040	Registered	10

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TRADEMARK: OSTEOTRAC

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-061900	3/24/2005	76/634,243			Pending	10

TRADEMARK: PREFERENCE

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000-3	10/1/1993	74/443,144			Inactive	10

TRADEMARK: RBK

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-055902	2/11/2005	2571230			Pending	10
Australia	19870-055903	2/15/2005	1042147			Pending	10
Brazil	19870-055904	2/18/2005	827182376			Pending	10
Canada	19870-055917	2/11/2005	1,246,753			Pending	10
Chile	19870-055914	2/11/2005	677010			Pending	10
China	19870-055905	2/18/2005	4508866			Pending	10
Colombia	19870-055906	2/11/2005	05012736			Pending	10
European Union	19870-055901	2/14/2005	004290409			Pending	10
Hong Kong	19870-055907	2/12/2005	300369216			Pending	10
India	19870-055908	2/14/2005	1338331			Pending	10
Japan	19870-055909	2/14/2005	2005-011636			Pending	10
Mexico	19870-055911	2/18/2005	702,800			Pending	10
New Zealand	19870-055915	2/11/2005	725081			Pending	10
Taiwan	19870-055912	2/15/2005	94006522			Pending	10
Turkey	19870-055916	2/14/2005	2005/04182			Pending	10
United States of America	19870-055900	8/25/2004	76/609,102			Pending	10
Venezuela	19870-055913	2/24/2005	2005-003087			Pending	10

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TRADEMARK: ROTATING BEARING KNEE

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
Argentina	19870-055802	2/11/2005	2571231			Pending	10
Australia	19870-055803	2/15/2005	1042146			Pending	10
Brazil	19870-055804	2/18/2005	827182384			Pending	10
Canada	19870-055817	2/11/2005	1,246,754			Pending	10
Chile	19870-055814	2/18/2005	677009			Pending	10
European Union	19870-055801	2/14/2005	004290383			Pending	10
Hong Kong	19870-055807	2/12/2005	300369225			Pending	10
India	19870-055808	2/14/2005	1338332			Pending	10
Japan	19870-055809	2/14/2005	2005-011637			Pending	10
Korea (South)	19870-055810	2/15/2005	2005-6259			Pending	10
Mexico	19870-055811	2/21/2005	703,069			Pending	10
Taiwan	19870-055812	2/15/2005	94006523			Pending	10
Turkey	19870-055816	2/14/2005	2005/04183			Pending	10
United States of America	19870-055800	8/25/2004	76/609,104			Pending	10
Venezuela	19870-055813	2/24/2005	2005-003088			Pending	10

TRADEMARK: ULTI-MATE

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000-4	10/1/1993	74/443,129			Inactive	10

TRADEMARK: ZIRAMIC

COUNTRY/STATE	DOCKET ID	APP. DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	INT'L CLASS (ES)
United States of America	19870-050000-5	4/21/1992	74/267,694	12/29/1992	1,742,992	Inactive	10