

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Noalign Orthopaedics, Inc. (f/k/a Osteolign, Inc.)		06/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	8020 Tower Crescent Drive		
<b>Internal Address:</b>	Suite 475		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3753189	NOALIGN	
<b>Serial Number:</b>	77937838	EX-CAP	
<b>Serial Number:</b>	77937870	NOVALINK	
<b>Serial Number:</b>	77937905	NOVALINX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	1501 Wilson Boulevard		
<b>Address Line 2:</b>	Suite 510		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22209		
<b>ATTORNEY DOCKET NUMBER:</b>	1006804		

CH \$115.00 3753189

**900164724**

**TRADEMARK**  
**REEL: 004225 FRAME: 0448**

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/15/2010
<b>Total Attachments: 10</b> source=Noalign#page1.tif source=Noalign#page2.tif source=Noalign#page3.tif source=Noalign#page4.tif source=Noalign#page5.tif source=Noalign#page6.tif source=Noalign#page7.tif source=Noalign#page8.tif source=Noalign#page9.tif source=Noalign#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2010, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 8020 Tower Crescent Drive, Suite 475, Vienna, Virginia 22182 ("Bank") and **NOVALIGN ORTHOPAEDICS, INC.** (f/k/a Osteolign, Inc.), a Delaware corporation with its chief executive office located at 5885 Ridgeway Center Parkway, Suite 201, Memphis, Tennessee 38120 ("Grantor").

### RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated of October 16, 2008, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor dated as June 1, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. 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 set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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 set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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


GRANTOR:

Address of Grantor:

5885 Ridgeway Center Parkway, Suite 201  
Memphis, Tennessee 38120

Attn: JEFFREY G. ROBERTS

NOVALIGN ORTHOPAEDICS, INC.

By:   
Name: JEFFREY G. ROBERTS  
Title: PRESIDENT & CEO

BANK:

Address of Bank:

8020 Tower Crescent Drive, Suite 475,  
Vienna, Virginia 22182

Attn: Ms. Shawn Gozman

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

NOVALIGN ORTHOPAEDICS, INC.

5885 Ridgeway Center Parkway, Suite 201  
Memphis, Tennessee 38120

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

8020 Tower Crescent Drive, Suite 475,  
Vienna, Virginia 22182

By:  \_\_\_\_\_

Name: Shawn E. Gorman

Title: Sr. Advisor

Attn: Ms. Shawn Goozman

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
Bone Fixation Systems and Related Methods	7,172,595	2/6/2007	Issued Patent (Licensed)
Fracture Fixation and Site Stabilization System	11/569,351	11/17/2006	
Fracture Fixation and Site Stabilization System	05752031.4 EP1753354	11/22/2006	
Fracture Fixation and Site Stabilization System	2007-527487	11/17/2006	
Segmented Intramedullary Structure	12/052,919	3/21/2008	
Segmented Intramedullary Structure	8732680.7	3/21/2008	
Segmented Intramedullary Structure	2008228710	8/26/2009	
Segmented Intramedullary Structure	2,678,911	3/21/2008	
Segmented Intramedullary Structure	200880008990.6	9/18/2009	
Segmented Intramedullary Structure	JP2009-554776	9/17/2009	
Segmented Intramedullary System and Apparatus	12/345,451	12/29/2008	
Segmented Intramedullary System and Methods	12/345,225	12/29/2008	
Modular Segmented Intramedullary System, Apparatus and Methods	12/345,340	12/29/2008	
Modular Segmented Intramedullary System, Apparatus and Associated	PCT/US09/44898	5/21/2009	



Methods

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Fracture Fixation Device with Support Rods and Sheath	12/532,611	9/22/2009
Fracture Fixation Device with Support Rods and Sheath	8732673.2	9/17/2009
Proximal Femur Fixation Apparatus, Systems and Methods	PCT/US2010/023304	2/5/2010
Device and Method for Tensioning an Elongate Member	61/266,946	12/4/2009
Snap and Twist Segmented Intramedullary System, Apparatus and Associated Methods	PCT/US10/34774	5/13/2010
Thermo-Chemically Activated Intramedullary Bone Stent	11/777,846	7/13/2007
Conformable Intramedullary Implant with Nestable Components	11/777,872	7/13/2007
System and Method for Delivery Conformation and Removal of Intramedullary Bone Fixation Devices	11/777,892	7/13/2007
Implantable Composite Apparatus and Method	12/027,521	2/7/2008
Thermo-Chemically Activated Implantable Apparatus and Method	12/027,629	2/7/2008
System and Method for Guidance and Implantation of Implantable Devices	12/027,555	2/7/2008
Deformable Implant Systems and Methods	12/027,600	2/7/2008
Deformable Implant Systems and Methods	CA2,685,046	4/21/2008

Deformable Implant Systems  
and Methods

EP2139432

1/6/2009

Deformable Implant Systems  
and Methods

2010-506420

10/23/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
NOVALIGN®	3,753,189	2/23/2010	
EX-CAP	77/937,838	2/17/2010	Pending
NOVALINK	77/937,870	2/17/2010	Pending
NOVALINX	77/937,905	2/17/2010	Pending

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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