

**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>
Soteira, Inc.		07/16/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	One Newton Executive Park		
<b>Internal Address:</b>	2221 Washington Street, Suite 200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02462		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77079175	SOTEIRA	
<b>Serial Number:</b>	77010144	VERTEBROSTENTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)519-1821		
	<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>	1725 Duke Street		
<b>Address Line 2:</b>	Suite 625		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	1007813TM		
<b>NAME OF SUBMITTER:</b>	Christopher E. Kondracki		

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**900170778**

**TRADEMARK  
 REEL: 004271 FRAME: 0163**

Signature:	/Christopher E. Kondracki/
Date:	09/01/2010
Total Attachments: 9 source=Soteira#page1.tif source=Soteira#page2.tif source=Soteira#page3.tif source=Soteira#page4.tif source=Soteira#page5.tif source=Soteira#page6.tif source=Soteira#page7.tif source=Soteira#page8.tif source=Soteira#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 16, 2010, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **SOTEIRA, INC.**, a Delaware corporation with its chief executive office located at 14 Tech Circle, Natick, Massachusetts 01760 ("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 August 11, 2009, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor dated as of July 16, 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 date first written above.

GRANTOR:

Address of Grantor:

14 Tech Circle, Natick, Massachusetts 01760

Attn: Larry Jasinski

SOTEIRA, INC.

By: *Larry Jasinski*

Name: *Larry Jasinski*

Title: *President / CEO*

BANK:

Address of Bank:

One Newton Executive Park, Suite 200, 2221  
Washington Street, Newton, Massachusetts  
02462

Attn: Mr. Clark Hayes

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 a sealed instrument as of the date first written above.

GRANTOR:

Address of Grantor:

SOTEIRA, INC.

14 Tech Circle, Natick, Massachusetts 01760

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

Attn: Larry Jasinski

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

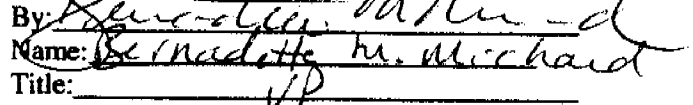
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200, 2221  
Washington Street, Newton, Massachusetts  
02462

By:  \_\_\_\_\_  
Name: Bernadette M. Richard  
Title: VP

Attn: Mr. Clark Hayes

EXHIBIT A

Copyrights

None.

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Filing Date</u>
ORTHOPEDIC SURGERY ACCESS DEVICES	EP05751822.7	29-Mar-2005
ORTHOPEDIC SURGERY ACCESS DEVICES	PCT/US05/010739	29-Mar-2005
ORTHOPEDIC SURGERY ACCESS DEVICES	US11/091232	28-Mar-2005
DEVICE AND METHODS TO REDUCE AND STABILIZE BROKEN BONES	US60/557246	29-Mar-2004
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	EP05740213.3	15-Apr-2005
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	JP4430712	25-Dec-2009
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	PCT/US05/012990	15-Apr-2005
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	US7465318	16-Dec-2008
CEMENT-DIRECTING ORTHOPEDIC IMPLANTS	US12/241979	30-Sep-2008
SELF-RESTORING ORTHOPEDIC TEXTILE COMPOSITE DEVICES	US60/604800	26-Aug-2004
EXPANDABLE INTERSEOUS BONE-FIXATION PROSTHESIS	US60/562686	15-Apr-2004
BONE REAMER	US60/632033	01-Dec-2004
DRILLS AND METHODS FOR VERTEBROSTENTING	EP07853375.9	14-Dec-2007
DRILLS AND METHODS FOR VERTEBROSTENTING	PCT/US07/25544	14-Dec-2007
DEVICES AND METHODS FOR VERTEBROSTENTING	US11/957022	14-Dec-2007
DEVICES AND METHODS FOR VERTEBROSTENTING	US12/688418	15-Jan-2010
DEVICES AND METHODS FOR VERTEBROSTENTING	US12/688429	15-Jan-2010
DEVICES AND METHODS FOR VERTEBROSTENTING	US60/875114	15-Dec-2006
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	PCT/US07/25603	14-Dec-2007
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	US11/957039	14-Dec-2007



DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	US12/688437	15-Jan-2010
DELIVERY APPARATUS AND METHODS FOR VERTEBROSTENTING	US60/875173	15-Dec-2006
DEVICES AND METHODS FOR FRACTURE REDUCTION	PCT/US09/47614	17-Jun-2009
DEVICES AND METHODS FOR FRACTURE REDUCTION	US12/486439	17-Jun-2009
DEVICES AND METHODS FOR FRACTURE REDUCTION	US61/073184	17-Jun-2008
DEVICES AND METHODS FOR VERTEBROSTENTING	PCT/US10/28275	23-Mar-2010
DEVICES AND METHODS FOR VERTEBROSTENTING	US12/729724	23-Mar-2010
DEVICES AND METHODS FOR VERTEBROSTENTING	US61/210771	23-Mar-2009
BALLOON EXPANDABLE CEMENT DIRECTOR AND RELATED METHODS	US61/308055	25-Feb-2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOTEIRA	U.S.	77/079,175
VERTEBROSTENTING	U.S.	77/010,144
SOTEIRA	European Community	5,857,561
VERTEBROSTENTING	European Community	5,784,202

EXHIBIT D

Mask Works

None.

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