

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blackstone Medical Inc.		08/30/2010	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3091181	ALLOQUENT
Registration Number:	3101182	ASCENT
Registration Number:	2347454	BLACKSTONE
Registration Number:	3078373	BREAKTHROUGH THINKING
Registration Number:	3177831	CONSTRUX
Serial Number:	77632207	FIREBIRD
Registration Number:	3294440	HALLMARK
Serial Number:	77293076	INSWING
Registration Number:	3163236	NEWBRIDGE
Registration Number:	3283488	NGAGE
Serial Number:	78932408	ORIGEN DBM
Serial Number:	78880509	PILLAR
Serial Number:	78880515	PROVIEW
Serial Number:	78935508	RELIANT

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Serial Number:	77472093	REVEAL
Serial Number:	77632232	THE INTEGRITY ADVANTAGE
Registration Number:	3162338	TRINITY
Registration Number:	3162329	TRINITY
Serial Number:	77632257	TRINITY EVOLUTION
Serial Number:	77632336	TRINITY EVOLUTION
Registration Number:	3242795	UNITY
Registration Number:	3261640	UNITY 51
Registration Number:	3278822	UNITY LX

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
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ATTORNEY DOCKET NUMBER:	509265/1525
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/09/2010

Total Attachments: 6  
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GRANT OF SECURITY INTEREST  
IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 30, 2010 is made by Blackstone Medical Inc., a Massachusetts corporation, located at 3451 Plano Parkway, Lewisville, TX 75056 (the "Obligor"), in favor of JP Morgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Orthofix Holdings, Inc., a Delaware corporation (the "Borrower"), Orthofix International N.V., a Netherlands Antilles corporation (the "Company"), Obligor, the Lenders, the Agent, and the other parties identified therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and in connection with such agreement, the Borrower and the Obligor have executed and delivered a Security Agreement, dated as of August 30, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and

under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders.

3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BLACKSTONE MEDICAL INC

By: 

Name: Jeffrey M. Schumm

Title: General Counsel & Secretary

[Signature Page to Blackstone Medical, Inc. Grant of Security Interest in Trademarks]

Acknowledged and Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: 

Name: Kenneth Coons  
Title: AVP / Underwriter

[Signature Page to Blackstone Medical, Inc. Grant of Security Interest in Trademarks]

**Schedule 1**  
**U.S. Trademark Registrations and Applications**

<b>Registration/ Application No</b>	<b>Credit Party</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration/ Application Date</b>	<b>Status</b>
3091181	Blackstone Medical, Inc.	ALLOQUENT	United States of America	9 May 2006	Registered
3101182	Blackstone Medical, Inc.	ASCENT	United States of America	6 Jun 2006	Registered
2347454	Blackstone Medical, Inc.	BLACKSTONE	United States of America	2 May 2000	Registered
3078373	Blackstone Medical, Inc.	BREAKTHROUGH THINKING	United States of America	11 Apr 2006	Registered
3177831	Blackstone Medical, Inc.	CONSTRUX	United States of America	28 Nov 2006	Registered
77632207	Blackstone Medical, Inc.	FIREBIRD	United States of America	12 Dec 2008	Pending
3294440	Blackstone Medical, Inc.	HALLMARK	United States of America	18 Sep 2007	Registered
77293076	Blackstone Medical, Inc.	INSWING	United States of America	1 Oct 2007	Pending
3163236	Blackstone Medical, Inc.	NEWBRIDGE	United States of America	24 Oct 2006	Registered
3283488	Blackstone Medical, Inc.	NGAGE	United States of America	21 Aug 2007	Registered
78932408	Blackstone Medical, Inc.	ORIGEN DBM	United States of America	18 Jul 2006	Pending
78880509	Blackstone Medical, Inc.	PILLAR	United States of America	10 May 2006	Pending
78880515	Blackstone Medical, Inc.	PROVIEW	United States of America	10 May 2006	Pending
78935508	Blackstone Medical, Inc.	RELIANT	United States of America	23 Jul 2006	Pending
77472093	Blackstone Medical, Inc.	REVEAL	United States of America	12 May 2008	Pending
77632232	Blackstone Medical, Inc.	THE INTEGRITY ADVANTAGE	United States of America	12 Dec 2008	Pending
3162338	Blackstone Medical, Inc.	TRINITY	United States of America	24 Oct 2006	Registered
3162329	Blackstone Medical, Inc.	TRINITY & Design	United States of America	24 Oct 2006	Registered

77632257	Blackstone Medical, Inc.	TRINITY EVOLUTION	United States of America	12 Dec 2008	Pending
77632336	Blackstone Medical, Inc.	TRINITY EVOLUTION & Design	United States of America	12 Dec 2008	Pending
3242795	Blackstone Medical, Inc.	UNITY	United States of America	15 May 2007	Registered
3261640	Blackstone Medical, Inc.	UNITY 51	United States of America	10 Jul 2007	Registered
3278822	Blackstone Medical, Inc.	UNITY LX	United States of America	14 Aug 2007	Registered