

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ORTHOPEDIC DEVELOPMENT CORPORATION	10/16/2008
RECEIVING PARTY DATA	
Name:	THE PRIVATE BANK OF THE PENINSULA
Street Address:	505 Hamilton Ave.
Internal Address:	Suite 110
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11177466
Application Number:	11177467
Application Number:	11232519
Patent Number:	D574495
Patent Number:	D574957
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley Godward Kronish LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	308866-120 MINSURG

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PATENT
REEL: 021754 FRAME: 0939

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 16, 2008 by and between THE PRIVATE BANK OF THE PENINSULA ("Bank") and ORTHOPEDIC DEVELOPMENT CORPORATION, a Florida corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and MINSURG CORPORATION ("Minsurg"; Grantor and Minsurg are referred to herein collectively, as the "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Minsurg (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

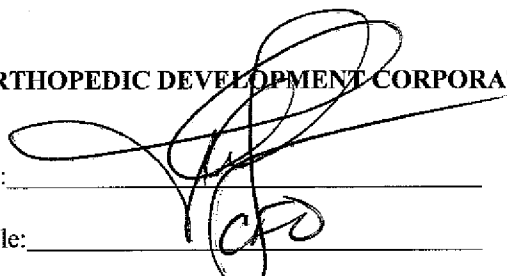
To secure performance of Borrowers' obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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

Address of Borrower:

2730 McMullen Booth Road, Suite 203
Clearwater, FL 33761
Attn: Chief Financial Officer

ORTHOPEDIC DEVELOPMENT CORPORATION

By: 

Title: 

Address of Bank:

505 Hamilton Ave., Suite 110
Palo Alto, CA 94301
Attn: Mike Hansen

THE PRIVATE BANK OF THE PENINSULA

By: Victor L. Ragani

Title: Vice President

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
TruFUSE Training Manual	TX6824562	01/25/08
TruFUSE Allograft Package Insert	TX6820905	01/24/08
TruTUSE (sic) Facet Fusion	PA1591540	01/24/08

EXHIBIT B**Patents**

Title	Serial/ Patent Number	Application/ Issue Date
Metallic should hemi-arthroplastic joint implant	11/177,466	07/08/05
Implant device used in minimally invasive facet joint hemi-arthroplasty	11/177,467	07/08/05
Spinal plug for a minimally invasive facet joint fusion system	11/232,519	09/22/05
Drill guide	D574,495	08/05/08
Bone plug	D574,957	01/07/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
TRUFUSE	3,290,465	09/11/07
MINSURG INTERNATIONAL, INC.	77/513,273	07/02/08