

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Avanta Orthopaedics, LLC	11/20/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Fortress Credit Corp., as Administrative Agent
<b>Street Address:</b>	1345 Avenue of the Americas
<b>Internal Address:</b>	46th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10105
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10897317
Application Number:	11210416
Patent Number:	5522900
Application Number:	60489037
Patent Number:	5549690
Patent Number:	5405401
Patent Number:	5405400
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	214-981-3483
<b>Email:</b>	dclark@sidley.com
<b>Correspondent Name:</b>	Dusan Clark, Esq.
<b>Address Line 1:</b>	Sidley Austin LLP
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400

CH \$280.00 10897317

**501023884**

**PATENT**  
**REEL: 023556 FRAME: 0637**

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

27472-10520

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 5

source=Avanta PSA#page1.tif

source=Avanta PSA#page2.tif

source=Avanta PSA#page3.tif

source=Avanta PSA#page4.tif

source=Avanta PSA#page5.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Agreement"), dated November 20, 2009, is made by Avanta Orthopaedics, LLC, a Delaware limited liability company located at 505 Park Avenue, 14<sup>th</sup> Floor, New York, NY 10022 ("Assignor") in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46<sup>th</sup> floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the patentee or applicant for the utility patents, design patents, and patent applications listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of November 20, 2009, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Patents and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Assignor hereby grants to the Assignee, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Assignee hereby accepts such assignment from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

AVANTA ORTHOPAEDICS, LLC

By: 

Name:

Title:

*Signature Page to Patent Security Agreement  
for Avanta Orthopaedics, LLC*

Agreed and Accepted

FORTRESS CREDIT CORP.,  
as Administrative Agent

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

Name: **CONSTANTINE M. DAKOLIAS**  
Title: **PRESIDENT**

*Signature Page to Patent Security Agreement  
for Avanta Orthopaedics, LLC*

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY

SS.:

COUNTY OF NY

On this 20<sup>th</sup> day of Nov, 2009, before me personally came ANTHONY C. VISCONTI, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Sec. 1 Chairman of Avanta Orthopaedics, LLC, a Company, and that s/he executed Patent Security the foregoing instrument in the name of Avanta Orthopaedics, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

DEBORAH LYNN WOLLENBERG  
Notary Public, State of New York  
No. 01WO6198314  
Qualified in New York County  
Commission Expires December 15, 2011

Deborah Lynn Wollenberg  
Notary Public

*Patent Security Agreement  
for Avanta Orthopaedics, LLC*

Schedule 1A  
(Avanta Orthopaedics)

Product	Application Title	Application No. Publication No.	Filing Date Publ. Date	Patent Number	Issue Date Expiration Date	Owner Name
REMOTION Wrist	Prosthetic Wrist Implant	US 10/897,317 US 2005-0085921	22-Jul-2004 21-Apr-2005			Avanta Orthopaedics, LLC
REMOTION Wrist	Prosthetic Wrist Implant	US 11/210,416 US 2006-0004462	24-Aug-2005 05-Jan-2006			Avanta Orthopaedics, LLC

Prosthetic Joint	PROSTHETIC JOINT AND METHOD OF MANUFACTURE	US 08/169,297	17-Dec-1993		5,522,900	04-Jun-1996	17-Dec-2013	Avanta Orthopaedics, LLC
REMOTION Wrist	PROSTHETIC WRIST IMPLANT	US 10/897,317	22-Jul-2004	2005-0085921	21-Apr-2005			Avanta Orthopaedics, LLC
REMOTION Wrist	PROSTHETIC WRIST IMPLANT	US 11/210,416	24-Aug-2005	2006-0004462	05-Jan-2006			Avanta Orthopaedics, LLC
REMOTION Wrist	PROSTHETIC WRIST IMPLANT	US 60/489,037	22-Jul-2003				22-Jul-2004	Avanta Orthopaedics, LLC
Prosthetic Thumb Joint	PROSTHETIC THUMB JOINT AND METHOD OF MANUFACTURE	US 08/202,910	28-Feb-1994		5,549,690	27-Aug-1996	28-Feb-2014	Avanta Orthopaedics, LLC
SR MCP	PROSTHESIS FOR REPLACEMENT OF JOINTS BETWEEN LONG BONES IN THE HAND	US 08/132,300	05-Oct-1993		5,405,401	11-Apr-1995	05-Oct-2013	Avanta Orthopaedics, LLC
SR TMC	JOINT PROSTHESIS ENABLING ROTARY CIRCUMDUCTION	US 08/132,296	05-Oct-1993		5,405,400	11-Apr-1995	05-Oct-2013	Avanta Orthopaedics, LLC

PATENT

RECORDED: 11/24/2009

REEL: 023556 FRAME: 0643