

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
Small Bone Innovations, Inc.	12/02/2011

RECEIVING PARTY DATA

Name:	New Health Capital Partners Management LP, as Administrative Agent
Street Address:	1350 Avenue of the Americas
Internal Address:	Suite 905
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12085119
Application Number:	13233514
Application Number:	12029429
Application Number:	11960648
Patent Number:	7175667
Application Number:	13001080
Application Number:	12965691

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Phone: 214-981-3483
Email: dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400

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PATENT
REEL: 027323 FRAME: 0919

CH \$280.00 12085119

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

51052-10050

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, "Agreement"), dated December 2, 2011, is made by Small Bone Innovations, Inc., a Delaware corporation located at 505 Park Avenue, 14th Floor, New York, NY 10022 ("Grantor") in favor of New Health Capital Partners Management LP., a Delaware limited partnership, located at 1350 Avenue of the Americas, Suite 905, New York, NY 10019, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Secured Party"). 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, Grantor 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 Grantor has entered into a Security Agreement, dated as of the date hereof, among Grantor and the other grantors signatory thereto, and Secured Party (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, Grantor has hypothecated and granted to Secured Party, 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, Grantor hereby grants to the Secured Party, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Secured Party hereby accepts such security interest from Grantor.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

SMALL BONE INNOVATIONS, INC.

By: 

Name: Anthony G. Viscogliosi

Title: Chairman and Chief Executive Officer

Signature Page to Patent Security Agreement

LA 3306804

PATENT
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Agreed and Accepted:

NEW HEALTH CAPITAL PARTNERS MANAGEMENT LP,
as Administrative Agent

By: New Health Capital Partners Management GP LLC,
its General Partner

By:


Name: ARON DANTZIG

Title: MANAGING DIRECTOR

Signature Page to Patent Security Agreement

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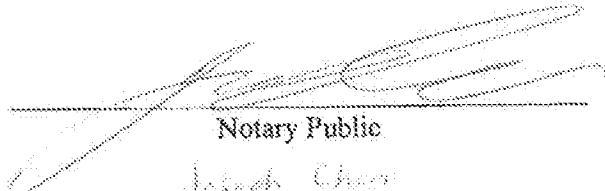
ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

ss.:

COUNTY OF New York

On this _____ day of _____, 200__, before me personally came Robert J. [unclear], 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 President of Small Business Development Corp., a corporation, and that s/he executed the foregoing instrument in the name of Small Business Development Corp., 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.


Notary Public

Joseph Chao

SCHEDULE IA TO PATENT SECURITY AGREEMENT

[See Schedule I-B to the Security Agreement]

Application Title	Application No. Publication No.	Filing Date Publ. Date	Patent Number	Issue Date Expiration Date	Owner Name
INSTRUMENT FOR IMPLANTING A WRIST PROSTHESIS	US 12/085,119 2009-0198244	16-May-2008 06-Aug-2009			Small Bone Innovations, Inc.
METATARSAL IMPLANT	US 13/233,514	15-Sep-2011			Small Bone Innovations, Inc.
RADIAL HEAD IMPLANT AND RELATED INSTRUMENT	US 12/029,429 2008-0288079	11-Feb-2008 20-Nov-2008			Small Bone Innovations, Inc.
LOCKING FIXATION SYSTEM AND LAG TOOL	US 11/960,648 2008-0208259	19-Dec-2007 28-Aug-2008			Small Bone Innovations, Inc.
(OVERSIGHT) METATARSOPHAL ANGEAL RESURFACING JOINT	US 10/769,957 2004-0230313 A1	02-Feb-2004 18-Nov-2004	7,175,667	13-Feb-2007 29-Nov-2021	Small Bone Innovations, Inc.
SURGICAL INSTRUMENTATIO N AND METHODS OF USE FOR IMPLANTING A PROSTHESIS	US 13/001,080	25-Jun-2009			Small Bone Innovations, Inc.
ANKLE FUSION DEVICE, INSTRUMENTATIO N AND METHODS	US 12/965,691	10-Dec-2010			Small Bone Innovations, Inc.