

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microport Orthopedics Holdings Inc.		01/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Otsuka Medical Devices Co., Ltd.		
Street Address:	2-16-4, Konan, Minato-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	108-0075		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	1864611	NEXUS	
Registration Number:	1885569	RESOLUTION	
Registration Number:	1882897	BRIDGE	
Registration Number:	1602096	EVOLUTION	
Registration Number:	1895572	SRP	
Registration Number:	1984297	INTERSEAL	
Registration Number:	2296285	EXTEND	
Registration Number:	1911237	PERFECTA	
Registration Number:	2096096	CONSERVE	
Registration Number:	2289200	TRANSCEND	
Registration Number:	2589700	LINEAGE	
Registration Number:	2692765	PROFEMUR	
Registration Number:	2981445	BFH	
Registration Number:	3055836	PATH	

TRADEMARK

Registration Number:	3098654	ODYSSEY
Registration Number:	3230270	PINPOINT
Registration Number:	3254056	SUPER-FIX
Registration Number:	3163841	PROCOTYL
Registration Number:	3134266	RENAISSANCE
Registration Number:	3163954	A-CLASS
Registration Number:	3277538	DYNASTY
Registration Number:	3341987	GLADIATOR
Registration Number:	3433297	SUPERCAP
Registration Number:	4335133	SUPERPATH
Registration Number:	4202688	MICRO-POSTERIOR
Registration Number:	3865392	ZONE:PROFEMUR
Registration Number:	1966468	DURAMER
Registration Number:	2523310	GUARDIAN
Registration Number:	2692980	REPIPHYSIS
Registration Number:	1855141	ADVANTIM
Registration Number:	2033114	ADVANCE
Registration Number:	3436919	ADVANCE STATURE
Registration Number:	3951097	EVOLUTION
Registration Number:	1829316	AXIOM
Registration Number:	3152113	QUADRA-FIX
Registration Number:	3517702	BCH
Registration Number:	3848768	CREATE MOTION
Registration Number:	3991096	WHITEBOX
Registration Number:	3991097	WHITEBOX ORTHOPEDICS
Serial Number:	77582911	STATURE

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE

**TRADEMARK**  
**REEL: 005190 FRAME: 0775**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/10/2014

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

## (Trademarks, Applications and Trademark Licenses)

WHEREAS, MICROPORT ORTHOPEDICS HOLDINGS INC., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, MicroPort Scientific Corporation, as borrower, and Otsuka Medical Devices Co., Ltd., as administrative agent, among others, are parties to a Credit Agreement dated as of December 15, 2013 (as amended and/or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of January 8, 2014 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and Otsuka Medical Devices Co., Ltd., as collateral agent (the "Collateral Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (as defined in the Security Agreement, which term includes this Trademark Security Agreement Supplement), the Grantor has secured the Obligations (as defined in the Security Agreement) by granting to the Collateral Agent as security agent for the Secured Parties (as defined in the Credit Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Collateral Agent, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) all United States registered Trademarks and United States registered Trademark Licenses (as defined in the Security Agreement) owned by the Grantor, and which are listed on Schedule I hereto;

(ii) all applications for Trademarks filed with the United States Patent and Trademark Office and owned by the Grantor, and which are listed on Schedule I hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor and listed on Schedule I hereto, or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Collateral Agent's name, from time to time, in the Collateral Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license,

exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement Supplement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York (as permitted by Section 5-1401 of the New York General Obligations Law or any similar successor provision), without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor in the manner specified in Section 11.02 of the Credit Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 8th day of January, 2014

MICROPORT ORTHOPEDICS HOLDINGS INC.,  
as a Grantor

By:   
Name: Hongbin Sun  
Title: President

Acknowledged:

OTSUKA MEDICAL DEVICES CO., LTD.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark  
Security Agreement Supplement

**TRADEMARK**  
**REEL: 005190 FRAME: 0779**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 8th day of January, 2014

MICROPORT ORTHOPEDICS HOLDINGS INC.,  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

OTSUKA MEDICAL DEVICES CO., LTD.,  
as Collateral Agent

By: H. Shirafuji  
Name: Hiroshi Shirafuji  
Title: President and Representative Director

Signature Page to Trademark  
Security Agreement Supplement

TRADEMARK  
REEL: 005190 FRAME: 0780

SCHEDULE 1  
TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
NEXUS	1,864,611	11/29/1994
RESOLUTION	1,885,569	3/21/1995
BRIDGE	1,882,897	3/7/1995
EVOLUTION	1,602,096	6/19/1990
SRP	1,895,572	5/23/1995
INTERSEAL	1,984,297	7/2/1996
EXTEND	2,296,285	11/30/1999
PERFECTA	1,911,237	8/15/1995
CONSERVE	2,096,096	9/9/1997
TRANSCEND	2,289,200	10/26/1999
LINEAGE	2,589,700	7/2/2002
PROFEMUR	2,692,765	3/4/2003
BFH	2,981,445	8/2/2005
PATH	3,055,836	1/31/2006
ODYSSEY	3,098,654	5/30/2006
PINPOINT	3,230,270	4/17/2007
SUPER-FIX	3,254,056	6/19/2007
PROCOTYL	3,163,841	10/24/2006
RENAISSANCE	3,134,266	8/22/2006
A-CLASS	3,163,954	10/24/2006
DYNASTY	3,277,538	8/7/2007



GLADIATOR	3,341,987	11/20/2007
SUPERCAP	3,433,297	5/20/2008
SUPERPATH	4,335,133	5/14/2013
MICRO-POSTERIOR	4,202,688	9/4/2012
ZONE:PROFEMUR	3,865,392	10/19/2010
DURAMER	1,966,468	4/9/1996
GUARDIAN	2,523,310	12/25/2001
REPIPHYSIS	2,692,980	3/4/2003
ADVANTIM	1,855,141	9/20/1994
ADVANCE	2,033,114	1/21/1997
ADVANCE STATURE	3,436,919	5/27/2008
EVOLUTION	3,951,097	4/26/2011
AXIOM	1,829,316	4/5/1994
QUADRA-FIX	3,152,113	10/3/2006
BCH	3,517,702	10/14/2008
CREATE MOTION	3,848,768	9/14/2010
WHITEBOX	3,991,096	7/5/2011
WHITEBOX ORTHOPEDICS	3,991,097	7/5/2011

**TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL NUMBER	FILING DATE
STATURE	77/582911	10/01/2008