i as contrago		
To the Honorable Commissioner of Patents and 10000 10	iginal documents or copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
OSTEODYNE, INC.	Name: BONECHER, INC.	
Additional name(s) of conveying party(ies) attached? 그 Yes 철 No	Internal Address:	
3. Nature of conveyance:		
Assignment Merger	Street Address: 99 Sayles Avenue	
Security Agreement Change of Name		
Other	City: <u>Pawtucket</u> State: <u>RI</u> ZIP: 02860	
Execution Date: May 6, 1998	Additional name(s) & address(es) attached? 🔟 Yes 🖄 No	
4. Application number(s) or patent number(s):		
If this document is being filed together with a new application	on, the execution date of the application is:	
A. Patent Application No.(s) 08/133,411 Additional numbers a	B. Patent No.(s) 4,928,959 5,484,388 4,967,737 5,522,792 5,046,484 allached? □ Yes 陷 No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 6	
Name: Mark J. Pandiscio	7. Total fee (37 CFR 3.41)\$ 240.00	
Internal Address:	凶 Enclosed	
5/19/1998 DCOATES 00000225 08133411	Authorized to be charged to deposit account	
FC:581 240.00 OP	(any deficienci es)	
Street Address:470 Totten Pond Road	8. Deposit account number:	
	16-0221	
City: Waltham State: MA ZIP:02154	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT U	SE THIS SPACE	
 Statement and signature. To the best of my knowledge and belief, the foregoing informative original document. 	mation is true and correct and any attached copy is a true copy of	
Mark J. Pandiscio	Signature Date	
	g cover sheet, attachments, and document:	

ashington, D.C	C. 20	23
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ASSIGNMENT

WHEREAS, OSTEODYNE, INC., a North Carolina corporation having a place of business at <u>[LifeB8 DRIFE WILMINFORT NC</u> and sometimes also known or referred to as Osteo-Dyne, Inc., Osteg Dyne Inc., and Osteg Dyne, Inc., and the like (hereinafter "ASSIGNOR") and BONECHEK, INC., a Massachusetts corporation having a place of business at 99 Sayles Avenue, Pawtucket, RI 02860 (hereinafter "ASSIGNEE") have entered into a PURCHASE AND SALE AGREEMENT regarding the acquisition of certain assets of ASSIGNOR by ASSIGNEE;

WHEREAS ASSIGNOR represents that ASSIGNOR is the owner of the full, unencumbered, legal and equitable right, title and interest in the inventions, patent applications and patents listed hereinbelow in the United States of America and all countries foreign thereto;

WHEREAS ASSIGNOR desires to assign, and ASSIGNEE desires to receive, said full, unencumbered, legal and equitable right, title and interest in the inventions, patent applications and patents listed hereinbelow in the United States of America and all countries foreign thereto;

NOW, THEREFORE, ASSIGNOR for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer unto ASSIGNEE, it successors, and assigns, ASSIGNOR's full, unencumbered, legal and equitable right, title and interest in the inventions, patent applications and patents listed hereinbelow in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto; said assignment specifically

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including (i) all rights in and to and under said inventions, (ii) all rights in and to and under said applications (which term shall include hereinafter, where the context so admits, all divisional, continuing, reissue and/or other patent applications based thereon) and the inventions (which term shall include each and every such invention, and any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or applications, and (iii) all rights in and to and under said patents in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, including the right to sue for any and all infringements of said patents occurring prior to the date of this Assignment, and the right to receive all royalties due from licensees.

Inventions, Patent Applications or Patents

- U.S. Patent No. 4,928,959, issued 5/29/90 to Bassett et al. for METHOD AND DEVICE FOR PROVIDING ACTIVE EXERCISE TREATMENT FOR A PATIENT SUFFERING FROM A BONE DISORDER
- 2. International Patent Application No. PCT/US89/01786
- 3. European Patent No. 0451147 (designating Austria, Belgium, France, Germany, The Netherlands, Italy, Luxembourg, Sweden, Switzerland and Great Britain)
- 4. U.S. Patent No. 4,967,737, issued 11/6/90 to Bassett et al. for METHOD AND DEVICE FOR TREATING BONE DISORDERS CHARACTERIZED BY LOW BONE MASS
- 5. International Patent Application No. PCT/US89/01787
- 6. European Patent No. 0427732 (designating Austria, Belgium, Switzerland, Germany, France, Great Britain, Italy, Luxembourg, The Netherlands and Sweden)

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- 7. Japanese Patent Application No. 1-505914
- 8. U.S. Patent No. 5,046,484, issued 9/10/91 to Bassett et al. for METHOD AND DEVICE FOR TREATING BONE DISORDERS CHARACTERIZED BY LOW BONE MASS
- 9. U.S. Patent No. 5,484,388, issued 1/16/96 to Bassett et al. for METHOD AND DEVICE FOR TREATING BONE DISORDERS BY APPLYING PRELOAD AND REPETITIVE IMPACTS
- 10. U.S. Patent Application Ser. No. 08/133,411
- 11. International Patent Application No. PCT/US94/08544
- 12. U.S. Patent No. 5,522,792, issued 6/4/96 to Basssett et al. for HIP POSITIONING APPARATUS

And for the same consideration ASSIGNOR does also hereby sell, assign, and transfer unto ASSIGNEE, its successors, and assigns all ASSIGNOR's rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions, said applications and said patents, and ASSIGNOR does hereby authorize ASSIGNEE, its successors, and assigns, to apply in ASSIGNOR's name, the inventor's name or the inventors' names, or ASSIGNEE's own name for patents and like rights of exclusion on or for said inventions in all countries claiming (if ASSIGNEE so desires) the priority of the filing date of any of said applications under the provisions of said Convention or any such other treaty;

And for the same consideration, ASSIGNOR does hereby agree for itself and for its successors and assigns, and for the inventors of said inventions, patent applications or patents, promptly upon the request of ASSIGNEE, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue

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or other application or applications for patent or patents or like right of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by ASSIGNEE, its successors, or assigns fully to secure to ASSIGNEE said right, title, and interest as aforesaid in and to said inventions, applications and patents and like rights or exclusion (including extensions thereof), or any of them, all however, at the expense of ASSIGNEE, its successors, or assigns;

And ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding officer of each country foreign thereto to issue to ASSIGNEE, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application(s) or other application(s) for said inventions;

And ASSIGNOR does hereby warrant that ASSIGNOR is the owner of the full, unencumbered, legal and equitable right, title and interest in the inventions, patent applications and patents listed hereinabove in the United States of America and all countries foreign thereto;

And ASSIGNOR does hereby warrant and covenant for itself and its legal representatives and agrees with ASSIGNEE, its successors, and assigns, that ASSIGNOR has granted no right or license to make, use or sell said inventions to anyone except ASSIGNEE, that prior to the execution of this deed its right, title and interest in and to said inventions, said applications and said patents has not otherwise been encumbered by ASSIGNOR,

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and that ASSIGNOR has not executed and will not execute any other instrument in conflict herewith.

IN WITNESS WHEREOF, ASSIGNOR hereafter sets its hand and seal this _____ day of _____ 1998 OSTEODYNE, INC. By: Willed Amilian Name: Willed C. Hemilton Title: Sectory /Trasurer State of NORTH CAROLINA) County of <u>New Handder</u>) ss.

Before me this $\underline{(a)}$ day of \underline{MAy} , 1998 personally appeared $\underline{W/lacd} \ C \ \underline{Mam, lmc}$, who is to me personally known, and acknowledged the foregoing instrument to be his/her free act and deed, and that he/she is authorized to sign the foregoing instrument on behalf of OSTEODYNE, INC.

Kalut n white Notary Public

SEAL

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My Commission Expires: <u>Aug 1, 2</u> cor

MR/MANDPAT.ASS

RECORDED: 05/15/1998