

ASSIGNMENT

WHEREAS, OSTEODYNE, INC., a North Carolina corporation having a place of business at 1619 EBB DRIVE WILMINGTON, NC and sometimes also known or referred to as Osteo-Dyne, Inc., Osteg Dyne Inc., and Osteg Dyne, Inc., and the like (hereinafter "ASSIGNOR") and BONECHECK, 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, its 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

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

1. 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)

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 Bassett 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

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,

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 6th day of May, 1998.

OSTEODYNE, INC.

By: Willard C. Hamilton
Name: Willard C. Hamilton
Title: Secretary/Treasurer

State of NORTH CAROLINA)
County of New Hanover) ss.

Before me this 6 day of MAY, 1998
personally appeared Willard C. Hamilton, 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.

SEAL

Robert M. White
Notary Public

My Commission Expires: Aug 12 2001

MR/MANDPAT.ASS