

02-28-2001



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PATENTS RECORDATION COVER SHEET 2.2001

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

DIGO
6, avenue du Dix Septembre
L 2550 Luxembourg

Type of Entity: a Civil Company

Additional names(s) of conveying party(ies) attached? No

2. Name and Address of receiving party(ies):

NEWDEAL
31, rue de la Convention,
Parc d'activités Garigliano,
Bat 5 38 200
Vienne, France

Type of Entity: a joint stock company

Additional name(s) & address(es) attached? No

3. Nature of Conveyance:

Assignment

Execution Date: December 20, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Application No.(s)

B. Patent No.(s)

5,947,999
5,449,359

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

OSTROLENK, FABER, GERB & SOFFEN, LLP
1180 Avenue of the Americas
New York, New York 10036-8403

6. Total number of documents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed as part of Check No.

In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.

DO NOT USE THIS SPACE

8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert C. Faber

Name of Person Signing

Signature

February 14, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

02/27/2001 6TON11 00000133 150700 5947999
01 FC:581 15.00 CH 65.00 OP

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PATENT
REEL: 011533 FRAME: 0069

PATENT AND KNOW-HOW
LICENSE AGREEMENT

BETWEEN :

NEWDEAL, a joint stock under the French law, with a capital of 1 000 000 FF, registered on the Trade Register under number 412 111 510
having its head office at : 31, rue de la Convention, Parc d'activités Garigliano, Bat 5 38 200
VIENNE, FRANCE
Represented by Mr Eric FOURCAULT
Acting as chairman and managing director

on the one hand,

DIGO, civil company under the Law of Luxembourg, with a capital of 20 000 LUF,
Having its head office at : 6, avenue du Dix Septembre L 2550 Luxembourg, LUXEMBOURG
Represented by Mrs Frédérique MENEVEAU
Acting as Manager

on the other hand,

WITNESSETH THAT :

- The company DIGO is the owner of patents applications and patents mentioned in Annex 1 as well as of the know-how necessary for the implementation of said patents.

hereinafter designed by PATENTS (including patents and related know-how)

WHEREBY IT IS AGREED AS FOLLOWS

ARTICLE I - OBJECT

1.1 - DIGO grants to Newdeal an exclusive manufacture and sale license for the products covered by the PATENTS.

1.2 - This exclusivity is opposable to DIGO.

ARTICLE II - TERRITORY

The present exclusive license is granted worldwide except Argentina, Uruguay, Paraguay and Chile ("Latin-American countries"). Newdeal will not sell or manufacture the products covered by the PATENTS in teh Latin-American countries except prior written authorization given by Dr. Jorge GROISO.

ARTICLE III - ROYALTIES

The payment of royalties has been specially stipulated in the agreement entitled "Patent License Agreement" signed by Newdeal and Digo, on the 28th of may 1997 (hereinafter designed by *NEWDEAL AND DIGO AGREEMENT. I*).

ARTICLE IV – EXPLOITATION, TECHNICAL COOPERATION, INDUSTRIAL PROPERTY AND INFRINGEMENT

The exploitation, the technical cooperation, the industrial property and the infringement have been specially stipulated in *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE V - TERM

The agreement comes into effect on date of its signature for the term of *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE VI - PREFERENCE RIGHT AND PRE-EMPTION RIGHT

Preference right and pre-emption right have been specially stipulated in *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE VII - TERMINATION

7.1 - The present agreement shall be lawfully terminated by any of the parties in the same conditions as in *NEWDEAL AND DIGO AGREEMENT. I*.

7.2 - In case one of the PATENTS is canceled by a definitive law sentence, the present agreement will continue to apply between the parties for the others PATENTS.

ARTICLE VIII - APPLICABLE RIGHT - DISPUTES SETTLEMENTS

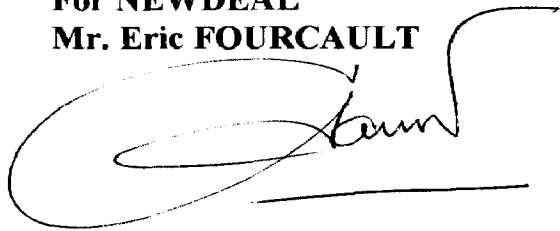
8.1 - The present agreement, drafted in English, will be submitted to the French law.

8.2 - All dispute arising between the parties as to the interpretation and/or enforcement of the agreement which could not be amicably settled with a reasonable time, shall be subjected to the courts of Lyon.

Made out in one original, at VIENNE

On December 20th, 2000

For NEWDEAL
Mr. Eric FOURCAULT

A large, stylized handwritten signature in black ink, appearing to be 'Eric Fourcault', written over a horizontal line.

For DIGO
Mrs Frédérique MENEVEAU

A stylized handwritten signature in black ink, appearing to be 'Frédérique Meneveau', written over a horizontal line.

ANNEX 1

- American Patent registered under the n° 5 947 999 and entitled “ Surgical clip and method ”,
- American Patent registered under the n° 5 449 359 and entitled “ Elastic clip for osteosynthesis ”.