

10-18-2001



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

1. Name of conveying party(ies):
First Union National Bank

10-901

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Patent Assignment/Release of Security Interest

Execution Date: September 10, 2001

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

Name: DePuy AcroMed, Inc.

Internal Address: _____

Street Address: 325 Paramount Drive

City: Raynham State: MA ZIP: 02767

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

B. Patent No.(s)

5,122,132	D 273,897	4,840,362
5,121,741	5,261,873	4,854,305
D 313,471	5,042,462	
4,838,264	4,612,930	

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher E. Haigh

Internal Address: Barnes & Thornburg

Street Address: 11 South Meridian Street

City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and patents involved: **10**

7. Total fee (37 CFR 3.41):.....\$ 400.00

- ☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0435

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

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.

Christopher E. Haigh

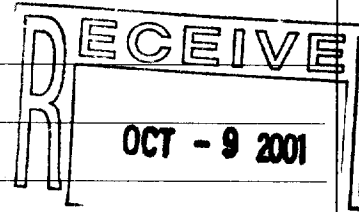
Name of Person Signing

Signature

October 5, 2001

Date

Total number of pages including cover sheet, attachments, and document: **11**



10-17-2001 LNUELLE 00000156 400.00 DR

PATENT ASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Patent Assignment and Release is made by First Union National Bank (f/k/a First Union National Bank of Florida), a national banking association having a place of business at 214 North Hogan Street, Jacksonville, Florida 32202 ("First Union"), for itself as Assignee in the Collateral Patent Assignment dated December 9, 1993 ("Collateral Patent Assignment") (attached herewith as Attachment A) and as a party to the Loan Agreement (which is referenced in the Collateral Patent Assignment). Terms capitalized herein which are not otherwise defined herein shall have the meanings given them in the Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to the Collateral Patent Assignment executed in connection with the Loan Agreement, DePuy Acromed, Inc. (f/k/a Acromed, Inc., d/b/a Bremer Medical, Inc., and referred to as "Assignor" in the Collateral Patent Assignment) ("DePuy"), an Ohio corporation, having a place of business at 325 Paramount Drive, Raynham, Massachusetts 02767, granted to First Union for itself a security interest in the Patents, including certain patents and patent applications of DePuy registered in the United States Patent and Trademark Office or in the Japanese Patent Office, as set forth in Schedule B attached hereto;

WHEREAS, in order to consummate the termination of First Union's Security Interest in accordance with the terms of the Collateral Patent Assignment, DePuy desires to secure the release and discharge of all Liens on the Patents (as defined in the Collateral Patent Assignment); and

WHEREAS, Depuy represents that it is the true and legal owner of the Patents, and that all actions necessary have been taken to maintain and preserve its rights in the Patents in accordance with Paragraph 8 of the Collateral Assignment.

NOW THEREFORE, pursuant to Paragraph 7 of the Collateral Patent Assignment, First Union acknowledges payment in full and satisfaction of all obligations by DePuy, and First Union hereby agrees as follows:

Effective immediately, First Union hereby releases and discharges all Security Interests and Liens on the Patents set forth on Schedule B, including, without limitation, all proceeds thereof and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized thereby and the registrations and applications thereof.

Effective immediately, First Union hereby further assigns and transfers to DePuy all of its respective right and interest in, to and arising from any infringement of any of the patents referred to in attached Schedule B, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Release and Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

Effective immediately, First Union hereby further assigns, sells, and sets over to DePuy all of First Union's respective right, title, and interest in, to, and under the patent applications and issued patents set forth in Schedule B, including: all priority rights for other countries arising from the patent applications; any and all United States Letters Patent which may be issued on the aforesaid patent applications, and all divisions, continuations, continuations-in-part, or extensions of the patent applications and such Letters Patent; all reissues of the aforesaid patents; all inventions disclosed, set forth, and claimed in the patent applications and patents; as well as any and all Letters Patent or application for Letters Patent in all foreign countries relating to any or all of such inventions disclosed, set forth, and claimed in the patent applications and patents, which DePuy may apply for or obtain, to be held and enjoyed by DePuy for its own use and enjoyment and for the use and benefit of its successors and assigns, to the full end of the term or terms for which such patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by First Union had this assignment and release not been made.

IN WITNESS WHEREOF, First Union has caused this document to be executed this 10TH day of SEPTEMBER, 2001.

FIRST UNION NATIONAL BANK

By: Richard P. Silva

Printed name: RICHARD P. SILVA

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF DUVALL)

SS:

On the 10th day of September, 2001, before me, a Notary Public in and for said County and State, personally appeared Richard P. Silva and acknowledged that he is the Sr. Vice President of the First National Bank; that he is authorized by said Bank to execute the foregoing Patent Assignment and Release of Security Interest on behalf of said Bank; and that he did execute the foregoing Patent Assignment and Release of Security Interest on behalf of said Bank, pursuant to such authority.



Danielle Favereau Burkes
MY COMMISSION # CC833214 EXPIRES
May 24, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Danielle Favereau Burkes
Notary Public
Danielle Favereau Burkes
Printed Name

County of Residence: Duval
My Commission Expires: 5-24-2003

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Schedule B

PATENT NUMBER	SERIAL NUMBER	ASSIGNEE	DATE	DESCRIPTION
5,122,132		AcroMed, Inc.	Issued 6/16/92	Skull Pin with Enhanced Shear Resistance
5,121,741		AcroMed, Inc.	Issued 6/16/92	Shaped Halo Vest
Des. 313,471		AcroMed, Inc.	Issued 01/01/91	Combined Torque Limiter and Skull Pin
4,838,264		AcroMed, Inc.	Issued 6/13/89	Torque Limiting Device for Use with Bone Penetrating Pins
Des. 273,897		AcroMed, Inc.	Issued 5/15/84	Design for: Tibial Torsion Splint
	07/474,288 Japan 58420/86	AcroMed, Inc.	Filed 02/05/90 Filed 03/18/86	Halo Vest and Lining Head Fixation Apparatus Including Crown and Skull Pin
5,042,462		AcroMed, Inc.	Issued 8/27/91	Cervical Traction tongs
4,612,930		AcroMed, Inc.	Issued 9/23/86	Head Fixation Apparatus Including Crown and Skull Pin
4,840,362		AcroMed, Inc.	Issued 6/20/89	Apparatus for Positioning and Supporting Patient for a Spinal Surgery
4,854,305		AcroMed, Inc.	Issued 08/08/89	Radiolucent Transport and Diagnostic Procedure Board

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B-1

COLLATERAL PATENT ASSIGNMENT

THIS COLLATERAL PATENT ASSIGNMENT ("Assignment") made as of the 9th day of December, 1993, by ACROMED, INC., d/b/a Bremer Medical, Inc., a Florida corporation, having its chief executive office at 4801 Dawin Road, Jacksonville, Florida 32207-6809 ("Assignor"), and FIRST UNION NATIONAL BANK OF FLORIDA ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are Parties to that certain Loan Agreement dated of even date herewith ("Loan Agreement"), which Loan Agreement provides (i) for the Assignee to, from time to time, extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement. The terms and provisions of the Loan Agreement are incorporated herein in their entirety by this reference thereto.

2. Collateral Assignment of Patents. To secure the complete and timely satisfaction of all of Assignor's obligations set forth in the Loan Agreement ("Obligations") to Assignee, Assignor hereby grants to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an event of default under the Loan Agreement ("Default"), which has not been waived, in writing, by Lender, all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications,

Attachment A

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together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement, including, without limitation, any license agreement (except for such agreements with a corporate affiliate of Assignor), which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. New Patents. Assignor represents and warrants that the Patents listed on Schedule A constitute all of the patents, registrations and applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include any future patents or patent applications which are Patents under paragraph 2 above or under this paragraph 4.

5. Royalties; Terms. Until an event of default occurs hereunder or in any related loan document, Assignee grants to Assignor a royalty-free exclusive right and license to make, have made, use and sell the inventions claimed in each of the respective Patents assigned hereunder for Assignor's exclusive benefit and account. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents assigned hereunder, or (ii) the Obligations have been paid in full and the Loan Agreement has been terminated.

6. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of a Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its

sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Patents. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents are used, consistent with the quality of said products as of the date hereof; (iii) not to materially change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, on a quarterly basis, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment in full of the obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in the Patents, subject to any disposition thereof which may have been made by Assignee pursuant to paragraph 14 or any other provision hereof or pursuant to the Loan Agreement.

8. Duties of Assignor. To the extent appropriate in accordance with Assignor's sound business practices, Assignor shall (i) prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions, and (iii) preserve and maintain all rights in patent applications and patents that are part of the Patents. Any expenses incurred in connection with such applications shall be borne by Assignor.

9. Assignee's Right to Sue. From and after the occurrence of a Default which has not been waived, in writing, by Assignee, and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further

exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, whether established hereby, by the Loan Agreement, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time to (a) endorse Assignor's name on all applications, document papers and instruments necessary or desirable for the Assignee in the use of the Patents, or (b) take any other actions with respect to the Patents as the Assignee deems in the best interest of the Assignee, and (ii) from and after the occurrence of a Default which has not been waived, in writing, by Assignee and the Provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, to (a) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Assignor and Assignee have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located.

14. Retention of Patents in Satisfaction of the Liabilities. Upon the occurrence of a Default and the election by Assignee to retain the Collateral in satisfaction of the Obligations in

accordance with the provisions of Section 9-505 of the Uniform Commercial Code as adopted by the State of Florida, Assignor agrees to assign, convey and otherwise transfer title in and to the Patents to Assignee and to execute and deliver to Assignee all such agreements, documents and instruments as may be necessary, in Assignee's determination, to effect such assignment, conveyance and transfer.

15. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

16. Governing Law. This Assignment has been executed and delivered at Jacksonville, Florida and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 9th day of December, 1993.

"ASSIGNOR"

ACROMED, INC., d/b/a Bremer Medical, Inc., a Florida corporation

By: Paul W. Bremer
Name: Paul W. Bremer
Its: President

By: Enrico A. Varricchio Jr.
Name: ENRICO A. VARRICCHIO JR.
Its: ASSISTANT TREASURER

(Corporate Seal)

"ASSIGNEE"

FIRST UNION NATIONAL BANK OF FLORIDA

By: Joseph D. Sistare
Name: JOSEPH D. SISTARE
Its: ASSISTANT VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by PAUL W. BREMER, the President of Acromed, Inc. d/b/a Bremer Medical, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____ as identification.

Beatriz E. Bacani
Notary Public, State of Florida
Name: BEATRIZ E. BACANI
My Commission Expires: _____
My Commission Number is: _____
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 28, 1997.
Commission No. CC 255924
Bonded thru Patterson - Becht Agency

STATE OF OHIO
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 9th day of December, 1993, by Enrico Yarricchio Jr., the Asst. Treasurer of Acromed, Inc. d/b/a Bremer Medical, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____ as identification.

Caroline M. Lutz
Notary Public, State of Ohio
Name: _____
My Commission Expires: _____
My Commission Number is: _____
CAROLINE M. LUTZ, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.02 R.C.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by JOSEPH D. SISTARE III, the Asst. Vice Pres. of First Union National Bank of Florida, a national banking association, on behalf of the Bank. He/She is personally known to me or who has produced _____ as identification.

Beatriz E. Bacani
Notary Public, State of Florida
Name: BEATRIZ E. BACANI
My Commission Expires: _____
My Commission Number is: BACANI
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 28, 1997.
Commission No. CC 255924
Bonded thru Patterson - Becht Agency

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