

7-14-03

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03

RECORDATION

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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07-16-2003

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Final documents or copy thereof.

Tab settings

To the Honorable Director of the United States Patent and Trademark Office

1. Name of conveying party(ies):
Donald Barker

2. Name and address of receiving party(ies):
Name: **Immedica, Inc.**

Address: **100 Passaic Avenue**

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **JUNE 17, 2003**

City: **Chatham** State/Prov.: **NJ**

Country: **United States** ZIP: **07928**

Additional name(s) & address(es) 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: _____

Patent Application No. Filing date

B. Patent No.(s)

See Attachment

See Attachment

07/15/2003 BTOM11 00000216 501358 06752003/
01 FC:0021 680.00 DA Additional numbers

Yes No

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

6. Total number of applications and patents involved: **17**

Name: **Michael B. Johannesen, Esq.**

7. Total fee (37 CFR 3.41):.....\$ **680.00**

Registration No. **35,557**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Address: **Lowenstein Sandler, P.C.**

Authorized to be charged to deposit account

65 Livingston Avenue

8. Deposit account number:

Roseland

501358

City: **New Jersey** State/Prov.: **NJ**

Country: **UNITED STATES** ZIP: **07068**

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

DO NOT USE THIS SPACE

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.

Michael B. Johannesen, Reg. No: 35,557

Name of Person Signing

Michael B. Johannesen
Signature

July 11, 2003

Date

10

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 014250 FRAME: 0023

Attachment to form PTO-1595

Docket No.: 13575-11

Application Serial No.	Filing Date	Corresponding Publication No.	Corresponding Patent No.
U.S. 08/752,003	November 15, 1996	—	US 5,876,116
U.S. 09/162,963	September 29, 1998	—	US 5,961,211
U.S. 09/021,026	February 9, 1998	—	US 6,024,480
U.S. 09/366,798	August 4, 1999	—	US 6,033,105
U.S. 60/327,655	October 7, 2002	—	US 6,572,256
U.S. 10/266,053	October 7, 2002	US 2003/0067837	US 6,572,256
U.S. 60/424,398	November 6, 2002	—	—
U.S. 60/179,878	February 2, 2000	—	—
U.S. 10/438,471	October 7, 2002	—	—
U.S. 10/434,370	May 8, 2003	—	—
U.S. 09/757,912	January 10, 2001	US 2002/0165543	—
U.S. 09/010,083	January 21, 1998	—	—
PCT/US99/02157	August 12, 1999	WO 99/39666	—
PCT/US99/01185	January 20, 1999	WO 99/37256	—
PCT/US97/20536	November 7, 1997	WO 98/20963	—
PCT/US02/32070	July 10, 2002	WO 03/031042	—
PCT/US01/02978	January 30, 2001	WO 01/56486	—

ASSIGNMENT

WHEREAS, I, Donald Barker (ASSIGNOR) having an address at 8 Mountain Laurel Lane, Sandy Hook, Connecticut 06482, have or may have been involved with, directly or indirectly, and/or have or may have contributed to certain inventions, discoveries, improvements, innovations, designs, models, methods, systems, trade secrets, marks, technology, manufacturing procedures, processes, machines, apparatuses, flow controlling, dispensing and receiving products, compositions, know-how, fabrication techniques and uses or adaptations of products in the fields of osteopathy, bone and skeletal injuries, bone cement, and/or bone cement systems including, without limitation, TwistOR™ and TwistOR Prepack™ Cement Systems; Concert® Bone Cement and Concert® Cranioplast; Integrated Bone Cement Mixing and Dispensing System and Method; Vial Package for a Bone Cement Mixing and Dispensing System; Multi-Component, Product Handling and Delivery System; Multi-Component, Product Handling and Delivery System for Bone Void and Fracture Filling; Apparatus For Mixing And Dispensing Components; and any other apparatus for mixing and dispensing; External Bone Fixation Systems; and Adjustable Bone Stabilization Frame System, as of the date of the Payment (collectively the "Technology");

AND WHEREAS certain aspects of the Technology are disclosed and/or claimed in the patents, patent applications, and patent publications listed in the attached Exhibit A (collectively the "Patent Rights");

AND WHEREAS Immedica, Inc. (ASSIGNEE) a corporation organized under the laws of the state of Delaware and having a place of business at 100 Passaic Avenue, Chatham, NJ 07928, desires to acquire the entirety of any right, title, and interest, if any, that is or may be held or owned by ASSIGNOR in the Technology and the Patent Rights;

NOW, THEREFORE, in consideration of the indefeasible payment of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000) (the "Payment"), the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE my entire right, title, and interest in and to the Technology and in and to the Patent Rights and any other systems, products or technologies, together with any intellectual property rights ASSIGNOR may now have in, under or to the Technology and the Patent Rights, and any license agreements and any other intellectual property or intangible rights associated with the Technology or the Patent Rights in which ASSIGNOR may have an interest as of the date of ASSIGNOR'S execution of this Assignment.

In further view of the consideration, I have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE my entire right, title, and interest in and to all United States and foreign patents and patent applications related or claiming priority to the Patent Rights, including, but not limited to, all divisions, continuations, continuations-in-part, design applications, reissues, substitutions, and extensions thereof, heretofore or hereafter filed;

In further view of the consideration, I have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE my entire right, title, and interest in and to all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents in any foreign countries (including

related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for the Technology and the Patent Rights, and all patents granted on the Technology or the Patent Rights in any foreign countries; and

I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for the Technology and the Patent Rights in the name of ASSIGNEE or their successors in interest in accordance with the terms of this Assignment;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE and its assigns and successors in interest any facts known to me respecting the Technology and the Patent Rights, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute, and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE and its assigns and/or successors in interest to obtain and enforce proper patent protection for the Technology and the Patent Rights in all countries;

AND I HEREBY do release ASSIGNEE, and its successors of these rights, and waive any claim for ownership, co-ownership, and/or royalty payments based on said Technology, Patent Rights, license agreements, and any other intellectual property or intangible rights.

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

Exhibit A: The "Patent Rights"

Application Serial No.	Corresponding Publication No.	Corresponding Patent No.
U.S. 08/752,003	—	US 5,876,116
U.S. 09/162,963	—	US 5,961,211
U.S. 09/021,026	—	US 6,024,480
U.S. 09/366,798	—	US 6,033,105
U.S. 60/327,655	—	US 6,572,256
U.S. 10/266,053	US 2003/0067837	US 6,572,256
U.S. 60/424,398	—	—
U.S. 60/179,878	—	—
U.S. 10/438,471	—	—
U.S. 10/434,370	—	—
U.S. 09/757,912	US 2002/0165543	—
U.S. 09/010,083	—	—
PCT/US99/02157	WO 99/39666	—
PCT/US99/01185	WO 99/37256	—
PCT/US97/20536	WO 98/20963	—
PCT/US02/32070	WO 03/031042	—
PCT/US01/02978	WO 01/56486	—
Hong Kong Application	WO 01/56486	—
EP 999056005	WO 99/39666	—
EP 97946638	WO 98/20963	EP 0938,368
EP 1011547	WO 99/37256	—
EP 01903418	WO 01/56486	—
CA 2266699	WO 98/20963	—
CA 2,394,051	WO 01/56486	—

IMMEDICA, INC.
100 Passaic Avenue
Chatham, New Jersey 07928

June 17, 2003

Mr. Donald Barker
8 Mountain Laurel Lane
Sandy Hook, Connecticut 06482

Re: Amended and Restated License Agreement, dated January 15, 2001

Dear Mr. Barker:

Reference is hereby made to that certain Amended and Restated License Agreement (the "Agreement"), dated January 15, 2001, by and between Immedica, Inc. ("Immedica") and Donald Barker ("Barker"). Capitalized terms not defined in this letter shall have the meanings given such terms in the Agreement or as referred to in any of the associated patents or patent applications. This letter sets forth certain agreements between Barker and Immedica to amend the Agreement as follows:

1. For the sum of One Hundred Dollars (\$100.00) and other valuable consideration, receipt of which is hereby acknowledged by Barker, subject to the requirements regarding mandatory exercise set forth in paragraph 2 below, Barker hereby grants and Immedica hereby accepts, an exclusive option (the "Option"), for the period from the date of this letter to the close of business on July 31, 2003 ("the Option Period"), to acquire, in exchange for infeasible payment of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Payment"), all of Barker's right, title and interest in, to and under the Bone Cement Systems including, without limitation, TwistOR™ and TwistOR Prepack™ Cement Systems, Concert® Bone Cement and Concert® Cranioplast, Integrated Bone Cement Mixing and Dispensing System and Method, Vial Package for a Bone Cement Mixing and Dispensing System, Multi-Component, Product Handling and Delivery System, Multi-Component, Product Handling and Delivery System for Bone Void and Fracture Filling, and any other apparatus for mixing and dispensing components; External Fixation Systems and Adjustable Bone Stabilization Frame System; and any other systems, products or technologies, together with any intellectual property rights Barker may now have in or to any such systems, products or technologies, including the Patents, any U.S. patent applications, any foreign patents and foreign patent applications, and any other intangible rights associated therewith including, without limitation, inventions, discoveries, improvements, innovations, designs, models, methods, systems, trade secrets, technology, manufacturing procedures, processes, machines, flow controlling, dispensing and receiving products, compositions, know-how, fabrication techniques and uses or adaptations of products in which Barker may have an interest as of the date of the Payment (collectively the "Rights"). The Rights do not include, inventions, discoveries, improvements, innovations, designs, models, methods, systems, trade secrets, technology, manufacturing procedures, processes,

machines, flow controlling, dispensing and receiving products, compositions, know-how, fabrication techniques and uses or adaptations of products of Barker created after the date of the Payment.

2. Immedica shall exercise the Option by no later than the close of the next business day following the closing of any asset sale of the External Fixation System, the Bone Cement Systems, or any cement system or product by Immedica to Zimmer, Inc., Boston Scientific Corporation (including any nominee or acquisition vehicle), or any other purchaser or overbidder, if such a closing occurs within the Option Period. The manner of exercise shall be by providing notice to Barker of Immedica's intent to do so and offering to tender the Payment to Barker. As a condition precedent to the delivery of the Payment to Barker, Barker shall, upon receiving notice from Immedica of its intent to exercise the Option, promptly deliver to Immedica such assignment documents as Immedica may reasonably request to effect the sale, assignment, transfer and conveyance of the Rights from Barker to Immedica. Upon the delivery of the requested assignment documents, Immedica shall make the Payment to Barker.

3. Upon the delivery of the Payment to Barker as required hereinabove the Agreement shall terminate in all respects and be of no further force or effect, and Barker shall not be entitled to the payment of any additional amount pursuant to the Agreement nor shall Barker have any continuing rights under the Agreement.

4. Upon expiration of the Option period without a sale of assets by Immedica to Zimmer, Inc., Boston Scientific Corporation or any other purchaser or over-bidder (or an entity formed by any of them for such purpose, or their respective nominees), Immedica's right to purchase pursuant to the Option from Barker will expire and this Option will be of no further force or effect.

If you are in agreement with the foregoing, please countersign this letter in the space indicated below.

Very truly yours,

IMMEDICA, INC.

By: _____

Peter J. Carr
President and Chief
Executive Officer

ACKNOWLEDGED AND AGREED

this 17th day of June, 2003.



Donald Barker

machines, flow controlling, dispensing and receiving products, compositions, know-how, fabrication techniques and uses or adaptations of products of Barker created after the date of the Payment.

2. Immedica shall exercise the Option by no later than the close of the next business day following the closing of any asset sale of the External Fixation System, the Bone Cement Systems, or any cement system or product by Immedica to Zimmer, Inc., Boston Scientific Corporation (including any nominee or acquisition vehicle), or any other purchaser or overbidder, if such a closing occurs within the Option Period. The manner of exercise shall be by providing notice to Barker of Immedica's intent to do so and offering to tender the Payment to Barker. As a condition precedent to the delivery of the Payment to Barker, Barker shall, upon receiving notice from Immedica of its intent to exercise the Option, promptly deliver to Immedica such assignment documents as Immedica may reasonably request to effect the sale, assignment, transfer and conveyance of the Rights from Barker to Immedica. Upon the delivery of the requested assignment documents, Immedica shall make the Payment to Barker.

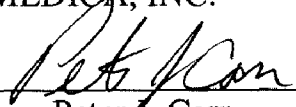
3. Upon the delivery of the Payment to Barker as required hereinabove the Agreement shall terminate in all respects and be of no further force or effect, and Barker shall not be entitled to the payment of any additional amount pursuant to the Agreement nor shall Barker have any continuing rights under the Agreement.

4. Upon expiration of the Option period without a sale of assets by Immedica to Zimmer, Inc., Boston Scientific Corporation or any other purchaser or over-bidder (or an entity formed by any of them for such purpose, or their respective nominees), Immedica's right to purchase pursuant to the Option from Barker will expire and this Option will be of no further force or effect.

If you are in agreement with the foregoing, please countersign this letter in the space indicated below.

Very truly yours,

IMMEDICA, INC.

By: 
Peter J. Carr
President and Chief
Executive Officer

ACKNOWLEDGED AND AGREED
this ____ day of June, 2003.

Donald Barker

CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)Applicant(s): **IMMEDICA, INC.**

Docket No.

13575-11Serial No.
See AttachmentFiling Date
See Attachment

Examiner

Group Art Unit

Invention:

BONE CEMENT SYSTEMSI hereby certify that this **Recordation of Assignment***(Identify type of correspondence)*

is being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

on July 11, 2003
*(Date)***CAMILLE PAYNE***(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***Note: Each paper must have its own certificate of mailing.**