

02-05-2004



102628925

Form PTO-1595
(Rev. 10/02)
**RECORDATION FORM COVER SHEET
PATENTS ONLY**
U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

CREST VALLEY TRADING LIMITED.

2. Name and address of receiving party(ies)

Name: SIPC L.P.

Internal Address: Tim Kennedy

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 1690 RUSSELL ROAD

City: PAOLI State: PA Zip: 19301

Execution Date: 15TH JANUARY 2004Additional 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, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5,507,816

Additional numbers attached? ☐ Yes ☒ No

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

Name: SIPC L.P.

Internal Address: Tim Kennedy

Street Address: 1690 RUSSELL ROAD

City: PAOLI State: PA Zip: 19301

6. Total number of applications and patents involved: 1

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



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

JOHN HILL

Name of Person Signing

Signature

15TH JANUARY 2004

Date

Total number of pages including cover sheet, attachments, and documents: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/05/2004 LMUELLER 00000002 5507816

01 FC:8021

40.00 DP

PATENT 04 FEB 04 16

RECORD 14301 FRAME: 0443

1. Name of conveying parties.

Crestvalley Trading Limited
Spear Works
33 Derby Street
Manchester
England
M8 8HW

Zynergy Orthopaedics Limited (In Administration)
c/o Begbies Traynor
Elliot House
Deansgate
Manchester
England
M3 3BP

Blastrelease Limited
Convention House
St Mary's
Leeds
LS9 7DP

Customflex Limited
c/o Downham Morris Mayer & Co
47/49 Greek Street
Stockport
Cheshire
England
SK3 8AX

Customflex limited sold all assets to Blastrelease Limited.

Blastrelease Limited changed its name to Zynergy Orthopaedics Limited.

Zynergy Orthopaedics Limited went into Administration (a form of insolvency in England).

Zynergy Orthopaedics Limited (In Administration) sold all assets to Crestvalley Trading limited.

S I P C L. P.

Crestvalley Trading therefore want the patent assigned to them. Please find herewith copies of documents that prove that Crestvalley Trading Limited are entitled to this assignment, and payment of fee via Credit Card Payment Form.

Contact details:- Crestvallay Trading Limited
Spear Works
33 Derby Street
Manchester M8 8HW
England
Fax +44 (0) 161 835 1881
Tel +44 (0) 161 832 3032
E-Mail crestvalley@aol.com
Contact name John Hill

3 15



**ZYNERGY ORTHOPAEDICS LIMITED
IN ADMINISTRATION
c/o Begbies Traynor
Elliot House
Deansgate
Manchester M3 3BP**

0161 839 0900

VAT Registration Number: 738 2099 14

Date: 14 March 2003

Invoice Number: Z0002

VAT INVOICE

**To: Crestvalley Trading Limited
Spear Works
35 Derby Street
Manchester
M8 8HW**

Fax: 0161 835 1881

Sale of

All present assets (excluding the books and records and any item, plant, equipment, stock or property belonging to third parties).

VAT at 17.5%

Total

£

Gary Bell and Richard William Traynor were appointed Joint Administrators to the Company on 19 July 2002. The affairs, business and property of the company are being managed by the Administrators. The Administrators act as agents of the Company and without personal liability.



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3839905

The Registrar of Companies for England and Wales hereby certifies that
BLASTRELEASE LIMITED

having by special resolution changed its name, is now incorporated
under the name of
ZYNERGY ORTHORPAEDICS LIMITED

Given at Companies House, Cardiff, the 28th September 2000



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

0 16 039 19N

0016 0000 143010



**AGREEMENT FOR SALE OF THE ASSETS AND OF THE BUSINESS OF
CUSTOMFLEX LIMITED**

James Kendall
Solicitors
Saint Martins House
210-212 Chapeltown Road
Leeds
LS7 4HZ

Tel: (0113) 294 5059
Fax: (0113) 294 5001
e-mail: James.Kendall@yorkshire-enterprise.co.uk

6/15



Date:

2000

PARTIES:

1 'The Vendor': Customflex Limited (registered no 2496956) whose registered office is at c/o Downham Morris Mayer & Co 47/49 Greek Street Stockport Cheshire SK3 8AX.

2 'The Purchaser': Blastrelease Limited (registered no 3839905) whose registered office is at Convention House, St Mary's Street, Leeds LS9 7DP.

Operative provisions:

1 Interpretation

1.1 In this agreement including the Schedules the following words and expressions have the following meanings, unless they are inconsistent with the context:

'Assets'	the assets and rights of the Business to be purchased by the Purchaser as described in clause 2.1.
'Book Debts'	the trade debts owed to the Vendor at the Effective Date in connection with the Business.
'Business'	the business of the manufacture and supply of orthopaedic implants and medical instruments carried on by the Vendor at the Effective Date.
'Effective Date'	the close of business on the date of this Agreement.
'Employees'	the persons who, at the Effective Date, were employed by the Vendor for the purposes of the Business.
'Excluded Assets'	the assets listed in Schedule 1 which are owned by the Vendor but are excluded from the sale to the Purchaser.
'Fixed Assets'	all plant, machinery, tools, equipment, vehicles and other chattels on the Properties or otherwise owned by the Vendor at the Effective Date for the purpose of the Business.
'Intellectual Property Rights'	all intellectual and intellectual property rights of the Vendor including the patents, trade marks, registered designs and copyrights in any part of the world and the copyright in all drawings, plans, specifications, designs and computer software owned by the Vendor and used in or for the purposes of the Business and all know-how and confidential information so owned and used.
'Liabilities'	the liabilities of the Business (other than the Creditors) outstanding at the Effective Date.
'Regulations'	the Transfer of Undertakings (Protection of Employment) Regulations 1981.

'Stocks'

the stocks, including raw materials, work in progress and finished goods, owned by the Vendor at the Effective Date for the purposes of or in connection with the Business, including items which, although subject to reservation of title by the sellers, are under the control of the Vendor.

- 1.2 all references to a statutory provision shall be construed as including references to:
 - (a) any statutory modification, consolidation or re-enactment;
 - (b) all statutory instruments or orders made pursuant to it;
 - (c) any statutory provisions of which it is a modification, consolidation or re-enactment;
- 1.3 except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 1.4 unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this agreement;
- 1.5 clause headings are for ease of reference only and do not affect the construction of this agreement.
- 2 Agreement for sale
- 2.1 Subject to the terms and conditions of this agreement, the Vendor shall sell to the Purchaser with full title guarantee and the Purchaser shall purchase as at the Effective Date:
 - 2.1.1 the Business as a going concern; and
 - 2.1.2 all the assets and rights owned by, or (although subject to reservation of title by the sellers) under the control of, the Vendor and used in the conduct of the Business including, but without limitation:
 - (a) the Fixed Assets;
 - (b) the Stocks;
 - (c) the Goodwill of the Business;
 - (d) the Intellectual Property Rights; and
 - (e) the benefit of such of the current contracts of the Vendor as the Purchaser shall (in its absolute discretion) require.
- 3 Purchase consideration
- 3.1 The consideration for the sale by the Vendor of the Business and the Assets shall be a sum equal to the aggregate of the values of the Fixed Assets, the Goodwill the Intellectual Property Rights and of the value of the Stocks as stated in Schedule 2.
- 3.2 The consideration shall be paid as follows:
 - 3.2.1 in two payments with £40,000 being paid on completion, and £20,000 being paid on 1 March 2000.
- 3.3 The consideration shall be exclusive of any value added tax.
- 4 Completion
- 4.1 The sale and purchase shall be completed immediately upon exchange of this agreement when all the matters set out in this clause 4 shall be effected.
- 4.2 The Vendor shall deliver to the Purchaser, at the principal office of the Business, such of the Assets as are capable of being transferred by delivery.
- 4.3 The Vendor shall cause to be delivered or (if so requested by the Purchaser) made available to the Purchaser:

- 4.3.1 such documents as are required by the Purchaser's solicitors to complete the sale and purchase of the Assets and vest title to the Assets in the Purchaser, including (but without limitation) assignments of the Intellectual Property Rights.
- 4.3.2 all information relating to customers and suppliers (including a list of all the customers of the Business during the last two years, a list of purchasers to which outstanding quotations have been given and a list of unfulfilled orders as at the Effective Date), relevant computer programmes and other books and documents which relate to the Business (other than minute books relating to directors' and shareholders' meetings and statutory books);
- 4.3.3 all its designs and drawings, plans, instructional and promotional material, sales publications, advertising materials, terms and conditions of sale and other technical material and sales matter which relate to the Business, together with any plates, blocks, negatives and similar material relating to them;
- 4.3.4 a list of sales distributors, identifying sales by units and the territory served during the last twelve months, and copies of all the current agreements with the distributors;
- 4.3.5 all records of National Insurance and PAYE relating to all the Employees duly completed and up to date;
- 4.3.6 the value added tax records referred to in clause 10.2;
- 4.4 Upon completion of the matters referred to above the Purchaser shall deliver to the Vendor a cheque for £20,000.
- 4.5 The Purchaser shall not be obliged to complete the purchase of any of the Assets unless the purchase of all the Assets is completed in accordance with this agreement.
- 4.6 The Purchaser may in its absolute discretion waive any requirement contained in clause 4.2 or 4.3.
- 5 Employees
- 5.1 The Vendor warrants that it has complied with the provisions of Regulation 10 of the Regulations.
- 5.2 The Vendor shall indemnify the Purchaser against any order to pay compensation made pursuant to the Regulations provided that the order is not made as a result of any act or omission of the Purchaser.
- 5.3 All salaries and other emoluments, including holiday pay, tax and national insurance, payments and contributions to retirement benefit schemes, relating to the Employees shall be borne by the Vendor up to the Effective Date and all necessary apportionments shall be made.
- 6 Value added tax
- 6.1 The parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994, s 49 and Schedule 4 paragraph 8(1)(a).
- 6.2 The Vendor shall forthwith deliver to the Purchaser all the records of the Business for value added tax purposes which are required by the Value Added Tax Act 1994, s 49(1)(b) to be preserved by the Purchaser.
- 6.3 The Purchaser shall for a period of not less than 6 years from the Effective Date preserve the records delivered to it by the Vendor and, upon reasonable notice, make them available to the Vendor or its agents during normal business hours.
- 7 Insurance
- 7.1 The Vendor undertakes to the Purchaser that it will notify the interest of the Purchaser to the relevant insurers and keep in force its existing insurance policies, in respect of the Assets for a period of 30 days from today's date, the Purchaser paying the

215



proportion of the insurance premiums from the Effective Date until the cancellation of the relevant policies.

8 Title and apportionments

8.1 The Vendor shall take all necessary steps and co-operate fully with the Purchaser to ensure that it obtains the full benefit of the Business and Assets and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are necessary or appropriate for vesting in the Purchaser all its rights and interests in the Assets.

8.2 The Vendor hereby grants to the Purchaser the right (exercisable by 14 days notice in writing during the period of two years from the Effective Date) to call for an assignment of the current contracts and engagements of the Vendor in relation to the Business and upon receipt of such notice the Vendor shall use all reasonable endeavours to procure an assignment or novation of the said contracts upon such terms as the Purchaser shall reasonably require.

8.2.1 Insofar as the benefit of contracts cannot effectively be assigned to the Purchaser without the consent of a third party or except by an agreement of novation:

8.2.1.1 the Vendor and the Purchaser shall use all reasonable endeavours to obtain consent or to procure a novation;

8.2.1.2 unless and until consent is obtained or the contracts are novated the Purchaser shall, for its own benefit and to the extent that the contracts permit, perform on behalf of the Vendor (but at the Purchaser's expense) all the obligations of the Vendor which falls to be performed after the Effective Date (insofar as they have been disclosed to the Purchaser).

8.3 All rents, rates, gas, water, electricity and telephone charges and other outgoings relating to or payable in respect of the Business up to the Effective Date shall be borne by the Vendor and as from the Effective Date shall be borne by the Purchaser and all rents, royalties and other periodical payments receivable in respect of the Business up to that time shall belong to and be payable to the Vendor and as from that time shall belong to and be payable to the Purchaser. Such outgoings and payments receivable shall if necessary be apportioned accordingly, provided that any such outgoings or payments receivable which are referable to the extent of the use of any property or right shall be apportioned according to the extent of such use.

8.4 Where any amounts fall to be apportioned under this agreement, the Vendor shall provide the Purchaser with full details of the apportionments, together with supporting vouchers or similar documentation, and in the absence of dispute the appropriate payment shall be made by or to the Vendor forthwith.

9 Name

9.1 The Vendor shall at the request of the Purchaser change its name to a name which is acceptable to the Purchaser and does not suggest any connection with the Purchaser or any business concerned with manufacture and supply of orthopaedic implants and medical instruments, and thereafter shall not at any time trade under any name which does suggest such a connection or business.

9.2 The Vendor hereby irrevocably consents to the use by the Purchaser of the style or trading name "Customflex" or any other style or business name incorporating the word "Customflex" and shall not at any time after today's date raise any objection or make any claim in connection herewith.

12/15

- 10 Future activities
- 10.1 For the purpose of assuring to the Purchaser the full benefit of the Business the Vendor shall not unless with the prior written consent of the Purchaser:
- 10.1.1 at any time disclose to any person or use for any purpose and shall use all reasonable endeavours to prevent the publication or disclosure of any information concerning the Business;
- 10.1.2 for a period of 2 years after today's date either on its own account or through any other person directly or indirectly solicit, interfere with or endeavour to entice away from the Purchaser any person who is now or has, during the two years preceding today's date, been a client, customer or employee of, or in the habit of dealing with, the Vendor in relation to the Business;
- 10.1.3 it shall not for a period of 2 years after today's date directly or indirectly engage in the United Kingdom in any activity which is substantially the same as the Business or any material part thereof as it is now carried on.
- 10.2 The Vendor shall promptly refer to the Purchaser all enquiries relating to the Business and assign to the Purchaser all orders relating to the Business, including enquiries or orders for any stocks, spares, parts, accessories and other equipment manufactured or sold in connection with the Business, which the Vendor may in future receive.
- 11 Information
- 11.1 The Vendor shall preserve all information, records and other documents relating to the Excluded Assets for a period of not less than 3 years and upon reasonable notice by the Purchaser make such information, records and documents available for inspection by the Purchaser or its authorised agents at reasonable times during normal business hours.
- 12 Announcements
- 12.1 No announcement of any kind shall be made in respect of the subject matter of this agreement except as specifically agreed between the Vendor and the Purchaser. Any announcement by either party shall in any event be issued only after prior consultation with the other.
- 13 Costs
- 13.1 All expenses incurred by or on behalf of the parties, including all fees of agents, solicitors, accountants, employed by either of the parties in connection with the negotiation, preparation and execution of this agreement shall be borne solely by the party which incurred them.
- 14 Communications
- 14.1 All communications between the parties with respect to this agreement shall be delivered by hand or sent by first-class post to the address of the addressee as set out in this agreement, or to such other address as the addressee may from time to time have notified for the purpose of this clause, or sent by facsimile transmission (with confirmation by letter posted first-class within 24 hours).
- 14.2 Communications shall be deemed to have been received:
- 14.2.1 if sent by first-class post: 3 business days after posting exclusive of the day of posting;
- 14.2.2 if delivered by hand: on the day of delivery;
- 14.2.3 if sent by facsimile transmission: at the time of transmission.
- 14.3 In proving service:
- 14.3.1 by delivery by hand: it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

14.3.2 by post or facsimile transmission: it shall be necessary only to prove that the communication, or letter of confirmation, was contained in an envelope which was duly addressed and posted in accordance with this clause.

15 Successors or Assignees

15.1 This agreement binds each party's successors and assigns.

16 Invalidity

16.1 If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

17 Proper law

17.1 The construction, validity and performance of this agreement shall be governed by the laws of England.

IN WITNESS whereof the Parties have executed this Agreement on the date appearing first above.

12/15
6



SCHEDULE 1
Excluded assets

Book Debts

Cash in hand or at the bank

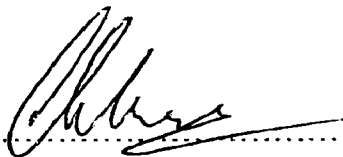
Any amounts recoverable in respect of taxation attributable to periods ended on or before the Effective Date.

SCHEDULE 2

Consideration	<u>£60,000</u>
Stocks	£40,000
Fixed Assets	£19,998
Goodwill	£1.00
Intellectual Property Rights	£1.00
All other property, assets and rights (excluding the Stocks)	Nil

SIGNED BY
For and on behalf of
CUSTOMFLEX LIMITED

}
}
}



SIGNED BY
For and on behalf of
BLASTRELEASE LIMITED

}
}
}



15/5/04