



10-30-2003

U.S. Department of Commerce
Patent and Trademark Office




102587710

10-29-03

FORM PTO-1595 (Rev. 4/00)

To the Commissioner for Patents. Please record the attached original documents or copies thereof.

1. Name of Conveying Party(ies): NOVARTICULATE HOLDINGS LIMITED <input type="checkbox"/> Additional names of conveying parties attached.		2. Name and Address of Receiving Party(ies): Name: EMERGOMED LIMITED Internal Address: Street Address: 1 Poseidonos Street, Emergo House, Engomi City, State, Zip: Nicosia, Cyprus <input type="checkbox"/> Additional name(s) and address(es) attached.	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:		4. (B) Patent Number(s): 6,375,684	
4. (A) Patent Application Number(s): 09/340,027		4. (B) Patent Number(s): 6,375,684	
Execution Date: July 9, 2003			
If this document is being filed together with a new application, the execution date of the application is:			
<input type="checkbox"/> Additional Numbers Attached			
5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed: Name: Richard E. Fichter Registration Number 26,382 Address: Bacon & Thomas, PLLC 625 Slaters Lane Fourth Floor Alexandria, VA 22314		Total Number of Applications and Patents Involved: 1 7. Total Fee: (37 CFR 3.41) \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: 02-0200 <small>ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT</small>	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.</i>			
Richard E. Fichter			October 24, 2003
Name of Person Signing		Signature	Date
Total number of pages including cover sheet, attachments and document: 7			

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DATED 9 July 2003

NOVARTICULATE HOLDINGS LIMITED

- and -

EMERGOMED LIMITED

DEED OF ASSIGNMENT OF
PATENTS

Maxwell Bailey
27 Chancery Lane
London
WC2A 1PA

Ref: RR/13508-1/ EXECUTION COPY

#386228 - Deed of Assignment

PATENT
REEL: 014624 FRAME: 0901

THIS DEED is made on 9 July 2003

BETWEEN: -

- (1) **NOVARTICULATE HOLDINGS LIMITED** incorporated in England and Wales with number 3851295 whose registered office is at 27 Chancery Lane London WC2A 1PA ("Assignor"); and
- (2) **EMERGOMED LIMITED** incorporated in Cyprus with number HE 136475 whose registered office is at 1 Poseidonos Street, Emergo House, Engomi, Nicosia, Cyprus ("Assignee").

WHEREAS:

- (A) By a Sale and Purchase Agreement of even date herewith made between the parties hereto ("the Agreement") Assignor has agreed to sell to Assignee the Assets (as defined therein) which includes the Patents (as defined therein).
- (B) Assignor executes this Deed to assign the Patents to Assignee on the terms and conditions of and in accordance with the Agreement.

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 In this Deed (including the Schedule) and the Recitals hereto:

- 1.1.1 "Completion" means completion of the assignment of the Patents hereunder and of the obligations of the parties hereunder in accordance with Clause 4;
- 1.1.2 "the Purchase Price" means the purchase price for the Patents as referred to in Clause 3;
- 1.1.3 "the Transfer Date" means the close of business on the date of this Deed; and
- 1.1.4 expressions defined in the Agreement have the same meanings in this Deed.

1.2 References to Clauses and to the Schedules are references to clauses of and the Schedules to

this Deed.

1.3 The Schedule forms part of and is incorporated into this Deed.

1.4 Headings are included for ease of reference only and shall not affect the interpretation of this Deed.

2. ASSIGNMENT

2.1 In consideration of the payment of the Purchase Price and upon and subject to the terms and conditions of this Deed Assignor HEREBY ASSIGNS with effect from the Transfer Date unto Assignee and Assignee HEREBY ACCEPTS with effect from the Transfer Date all its right, title and interest to and in the Patents, as listed in Schedule 1 hereto, including the right to bring proceedings or any other relief for any previous infringement of the rights hereby assigned and together also (for the avoidance of doubt) with the rights to any patents granted or filed in relation to any of the applications listed and including also the right to the Assignee to claim priority from the patent applications listed TO HOLD the same unto Assignee absolutely.

2.2 Assignee acknowledges that save only as expressly set out in the Agreement the Assignor gives no representation or warranty in relation to the Patents and that the Purchase Price payable by the Assignee pursuant to the Agreement has been agreed on this basis.

3. PURCHASE PRICE

3.1 The Purchase Price for the Patents shall be as set out in the Agreement.

3.2 The Purchase Price shall be satisfied in the manner specified in the Agreement.

4. COMPLETION

4.1 Completion shall take forthwith on the Transfer Date.

5. FURTHER ACTS

5.1 Assignor hereby authorises Assignee and its duly authorised agents to execute, sign and do, on behalf of Assignor, all such instruments, applications, documents and other things as may be necessary to enable Assignee to record the assignment of the Patents (or any of them) hereby assigned with any relevant Registry or other body.

6. GENERAL

6.1 This Deed shall remain in full force and effect after Completion in respect of any matters, covenants or conditions which shall not have been done, observed or performed prior thereto, and all obligations of the parties shall (except for any obligations fully performed on Completion) continue in full force and effect.

6.2 It is certified that the transaction effected hereby does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.

7. LAW AND JURISDICTION

7.1 This Deed shall be governed by English Law.

7.2 The parties hereto submit to the exclusive jurisdiction of the English Courts in respect of any dispute or other matters arising hereunder.

IN WITNESS whereof this document has been duly executed and delivered as a Deed the day and year first before written

SCHEDULE 1

Part 1

PATENTS

Country	Agents' Reference	Application Number	Short Title
Netherlands	-	NL1009831	Endocortical Fixation
Netherlands	-	NL1009832	Tapering Component

PATENT APPLICATIONS

Country	Agents' Reference	Application Number	Short Title
Netherlands	-	NL1005234	Hip Prosthesis
International (PCT)	97.65.69956/000	PCT/NL98/00084 (WO 98/34567)	Hip Prosthesis
United States	97.65.69956/001	US 09/340,027	Hip Prosthesis
Japan	97.65.69956/002	JP 10-634180	Hip Prosthesis
Australia	97.65.69956/003	AU 60063/98	Hip Prosthesis
Canada	97.65.69956/004	CA 2280119	Hip Prosthesis
European (all states)	97.65.69956/005	EP 98903293.0 (0966240)	Hip Prosthesis
South Korea	97.65.69956/013	KR 99-7007194	Hip Prosthesis
International (PCT)	97.65.69967/000	PCT/GB99/02625	Endocortical Fixation
International (PCT)	97.65.69968/000	PCT/GB99/02628	Tapering Component
United Kingdom	97.65.69959/000	GB 9918884.9	Cement Delivery devices
United Kingdom	97.65.70217/000	GB 9925856.6	Knee devices

SIGNED as a DEED and DELIVERED by)
NOVARTICULATE HOLDINGS LIMITED)
acting by:-)

Director Alan Lawrie

Director/Secretary [Signature]

SIGNED as a DEED and DELIVERED by)
EMERGOMED LIMITED)
acting by)