

08-18-2004

FORM PTO-1595
1-31-92

REC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102816741

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

1. Name and Address of Conveying Party(ies):

OstcoMed Corporation
3885 Arapaho Road
Addison, TX 75001

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: OsteoMed L.P.
Internal Address:
Street Address: 3885 Arapaho Road
City: Addison
State: TX Zip: 75001

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ X

Other: Contribution Agreement

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

Effective Date/Execution Date: December 9, 2002

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) 6,022,354

Additional Numbers attached?

☐ Yes☒ X☐ No

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

Name: Luke K. Pedersen.

Internal Address: Baker Botts L.L.P.

Street Address: 2001 Ross Avenue, Suite 600

City: Dallas

State: Texas

Zip: 75201-2980

6. Total number of applications and patents involved: 3

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

☒ X

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0384

(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.*_____
Luke K. Pedersen

Name of Person Signing

Signature

August 12, 2004

Date

Total number of pages including cover sheet

3

OMB No. 0651-0011 (exp.4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

08/17/2004 MGETACHE 00000047 6022354

01 FC:8021

40.00 DP

Mail Stop Assignment Recordation
Director - U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into effective as of December 9, 2002, by and between OsteoMed Corporation, a California corporation ("Corporation") and OsteoMed L.P. ("OsteoMed").

For and in consideration of the mutual representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution of Assets. In consideration for the issuance of a general partnership interest in OsteoMed representing a percentage interest in OsteoMed of one percent (1%) and the issuance of a limited partnership interest in OsteoMed representing a percentage interest in OsteoMed of eighty-four percent (84%) (collectively the "Partnership Interest") and the assumption of the Corporation's outstanding liabilities as of the date hereof (the "Assumed Liabilities"), Corporation hereby irrevocably contributes, assigns, conveys and transfers unto OsteoMed all of Corporation's assets except for those assets listed on Schedule I attached hereto (the "Contributed Assets").

2. Assumption of Liabilities. OsteoMed agrees to assume and discharge all of the Assumed Liabilities of the Corporation.

3. Representations. Corporation hereby represents and warrants to OsteoMed that (a) Corporation has full power and authority to enter into this Agreement, and (b) Corporation holds title to the Contributed Assets free and clear of all liens, encumbrances and obligations.

4. Acceptance. OsteoMed accepts the transfer and assignment of the Contributed Assets, subject to the terms and conditions hereof.

5. Contribution to Capital. It is the parties' intent that the contribution, transfer, conveyance and assignment of the Contributed Assets constitute a contribution to the capital of OsteoMed pursuant to Section 721 of the Internal Revenue Code of 1986, as amended.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

OsteoMed Corporation:

OsteoMed L.P.:

By: OsteoMed Corporation, its General Partner

By: Robert A. Pritzker
Robert A. Pritzker
Its: Chief Executive Officer

By: Robert A. Pritzker
Name: Robert A. Pritzker
Its: President

208073/0002/541261/Version #1.1

SCHEDULE I

Real Property with the following legal description:

Belt Line-Marsh Business Park Block 1, Lot 4R, 4.3625 Acres.

208073/0002/549629/Version #:1