

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Futura Biomedical LLC	02/12/2008
RECEIVING PARTY DATA	
Name:	Nexa Orthopedics, Inc.
Street Address:	3601 W. 76th Street
Internal Address:	Suite 200
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55435
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D277509
Patent Number:	D284099
Application Number:	11049413
Patent Number:	6319284
CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-766-7773
Email:	kstefano@faegre.com
Correspondent Name:	Karl Schwappach
Address Line 1:	90 South Seventh Street
Address Line 2:	2200 Wells Fargo Center
Address Line 4:	Minneapolis, MINNESOTA 55402-3901
ATTORNEY DOCKET NUMBER:	79740-361653
NAME OF SUBMITTER:	Karl G. Schwappach

OP \$160.00 D277509

PATENT

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REEL: 020532 FRAME: 0697

Total Attachments: 3

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PATENT

REEL: 020532 FRAME: 0698

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this “*Assignment*”), dated as of February ____, 2008, is entered into by and between Futura Biomedical LLC, a California limited liability company (“*Assignor*”), for the benefit of Nexa Orthopedics, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the patents, patent applications, patent disclosures and related patent rights which are set forth on Exhibit A attached hereto.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Patents by Assignor. Assignor hereby sells, assigns, conveys, sets over and transfers to Assignee, its successors and assigns all of Assignor’s entire right, title and interest in and to the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Other. Assignor agrees that upon Assignee’s request it will sign all lawful papers, make all rightful oaths, and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

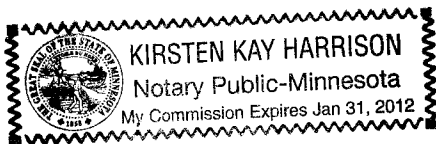
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Dated: February 12, 2008

ASSIGNOR:

FUTURA BIOMEDICAL LLC

a California limited liability company



By: [Signature]
Name: Robert J. Ball
Title: VP R&D

STATE OF Minnesota)
)ss:
COUNTY OF Hennepin)

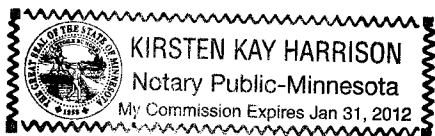
On this 12th day of February, 2008, personally appeared Robert Ball, to me known and known to be the VP of Global R&D of Futura Biomedical LLC, a California limited liability company, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

Kirsten K. Harrison
Notary Public

ASSIGNEE:

NEXA ORTHOPEDICS, INC.

a Delaware corporation



By: [Signature]
Name: Robert J. Ball
Title: VP R&D

STATE OF Minnesota)
)ss:
COUNTY OF Hennepin)

On this 12 day of February, 2008, personally appeared Robert Ball, to me known and known to be the VP of Global R&D of Nexa Orthopedics, Inc., a Delaware corporation, and acknowledged that he/she executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

Kirsten K. Harrison
Notary Public

Exhibit A

Title	Patent/Application No.	Issued/File Date
Great Toe Metatarsal Phalangeal Implant	D277,509	02/05/1985
Great Toe Metatarsal Phalangeal Implant	D284,099	06/03/1986
Subtalar Implant Assembly	11/049,413	02/01/2005
Toe Implant	6,319,284	11/20/2001

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