

02-27-2008



P/1825-1

RECORDAT

103484722

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DIGO

6, avenue du Dix Septembre
L 2550 LuxembourgAdditional names(s) of conveying
party(ies) attached?

No

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

NEWDEAL

31, rue de la Convention,
Parc d'activités Garigliano,
Bat 5 38 200
Vienne, FranceAdditional name(s) & address(es)
attached?

No

3. Nature of Conveyance/Execution Date(s):

Other - PATENT AND KNOW-HOW LICENSE
AGREEMENT

Execution Date: December 20, 2000

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application.

A. Application No.(s)

B. Patent No.(s)

5,947,999

5,449,359

Additional numbers attached?

No

5. Name and address of party to whom
correspondence concerning document should
be mailed:OSTROLENK, FABER, GERB & SOFFEN, LLP
1180 Avenue of the Americas
New York, New York 10036-8403
Telephone: (212) 382-0700
Facsimile: (212) 382-08886. Total number of applications and
patents involved:

2

7. Total fee (37 CFR 3.41):

☐ Authorized to be charged by credit card☐ Authorized to be charged to Deposit Account
No. 15-0700☒ Enclosed as part of Check No. 27951☐ None required (government interest not
affecting title)In the event the actual fee is greater than the payment sub-
mitted or is inadvertently not enclosed or if any additional
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Account No. 15-0700.

8. Payment Information

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Expiration Date

9. Louis C. Dujmich

Name of Person Signing

Signature

02/26/2008 MIAHAI 00000002 5947999

February 22, 2008

01 FC:0001

Date

88.00 00

Total number of pages including cover sheet, attachments, and document: 6

PATENT AND KNOW-HOW
LICENSE AGREEMENT

BETWEEN :

NEWDEAL, a joint stock under the French law, with a capital of 1 000 000 FF, registered on the Trade Register under number 412 111 510
having its head office at : 31, rue de la Convention, Parc d'activités Garigliano, Bat 5 38 200
VIENNE, FRANCE
Represented by Mr Eric FOURCAULT
Acting as chairman and managing director

on the one hand,

DIGO, civil company under the Law of Luxembourg, with a capital of 20 000 LUF,
Having its head office at : 6, avenue du Dix Septembre L 2550 Luxembourg, LUXEMBOURG
Represented by Mrs Frédérique MENEVEAU
Acting as Manager

on the other hand,

WITNESSETH THAT :

- The company DIGO is the owner of patents applications and patents mentioned in Annex 1 as well as of the know-how necessary for the implementation of said patents.

hereinafter designed by PATENTS (including patents and related know-how)

WHEREBY IT IS AGREED AS FOLLOWS

PATENT
REEL: 011533 FRAME: 0070
PATENT
REEL: 020571 FRAME: 0783

ARTICLE I - OBJECT

1.1 - DIGO grants to Newdeal an exclusive manufacture and sale license for the products covered by the PATENTS.

1.2 - This exclusivity is opposable to DIGO.

ARTICLE II - TERRITORY

The present exclusive license is granted worldwide except Argentina, Uruguay, Paraguay and Chile ("Latin-American countries"). Newdeal will not sell or manufacture the products covered by the PATENTS in teh Latin-American countries except prior written authorization given by Dr. Jorge GROISO.

ARTICLE III - ROYALTIES

The payment of royalties has been specially stipulated in the agreement entitled "Patent License Agreement" signed by Newdeal and Digo, on the 28th of may 1997 (hereinafter designed by *NEWDEAL AND DIGO AGREEMENT. I*).

ARTICLE IV - EXPLOITATION, TECHNICAL COOPERATION, INDUSTRIAL PROPERTY AND INFRINGEMENT

The exploitation, the technical cooperation, the industrial property and the infringement have been specially stipulated in *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE V - TERM

The agreement comes into effect on date of its signature for the term of *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE VI - PREFERENCE RIGHT AND PRE-EMPTION RIGHT

Preference right and pre-emption right have been specially stipulated in *NEWDEAL AND DIGO AGREEMENT. I*.

ARTICLE VII - TERMINATION

7.1 - The present agreement shall be lawfully terminated by any of the parties in the same conditions as in *NEWDEAL AND DIGO AGREEMENT. I*.

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PATENT
REEL: 011533 FRAME: 0071

PATENT
REEL: 020571 FRAME: 0784

7.2 - In case one of the PATENTS is canceled by a definitive law sentence, the present agreement will continue to apply between the parties for the others PATENTS.

ARTICLE VIII - APPLICABLE RIGHT - DISPUTES SETTLEMENTS

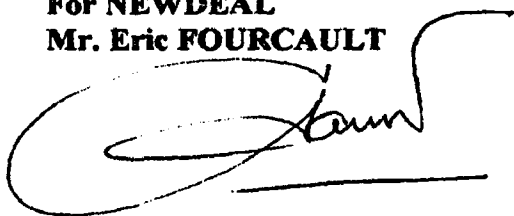
8.1 - The present agreement, drafted in English, will be submitted to the French law.

8.2 - All dispute arising between the parties as to the interpretation and/or enforcement of the agreement which could not be amicably settled with a reasonable time, shall be subjected to the courts of Lyon.

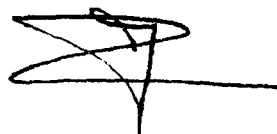
Made out in one original, at VIENNE

On December 20th, 2000

For NEWDEAL
Mr. Eric FOURCAULT

A handwritten signature in black ink, appearing to be 'Eric Fourcault', written over a horizontal line.

For DIGO
Mrs Frédérique MENEVEAU

A handwritten signature in black ink, appearing to be 'Frédérique Meneveau', written over a horizontal line.

AT1039GB

PATENT
REEL: 011533 FRAME: 0072

PATENT
REEL: 020571 FRAME: 0785

ANNEX 1

- American Patent registered under the n° 5 947 999 and entitled “ Surgical clip and method ”,
- American Patent registered under the n° 5 449 359 and entitled “ Elastic clip for osteosynthesis ”.

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RECORDED: 02/20/2001

RECORDED: 02/26/2008

**PATENT
REEL: 011533 FRAME: 0073**

**PATENT
REEL: 020571 FRAME: 0786**