

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Halifax Biomedical Inc.	04/10/2008
RECEIVING PARTY DATA	
Name:	Her Majesty the Queen in Right of the Province of Nova Scotia
Street Address:	The Minister of Economic Development, c/o Joe Pettigrew, Department of Justice
Internal Address:	4th Floor, 5151 Terminal Road, P.O. Box 7
City:	Halifax, Nova Scotia
State/Country:	CANADA
Postal Code:	B3J 2L6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12296255
CORRESPONDENCE DATA	
Fax Number:	(617)500-2499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-500-2500
Email:	zarembok@ORTPATENT.COM
Correspondent Name:	Occhiuti Rohlicek & Tsao LLP
Address Line 1:	10 Fawcett Street
Address Line 4:	Cambridge, MASSACHUSETTS 02138
ATTORNEY DOCKET NUMBER:	57102-002US1
NAME OF SUBMITTER:	Irja Zarembok

Total Attachments: 4
 source=60868#page1.tif
 source=60868#page2.tif
 source=60868#page3.tif

500709785

**PATENT
 REEL: 021864 FRAME: 0046**

CH \$40.00 12296255

THIS ASSIGNMENT made the 10th day of April, 2008

BETWEEN:

HALIFAX BIOMEDICAL INCORPORATED, a body corporate,
amalgamated under the laws of Canada ("Assignor")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA
SCOTIA**, as represented by the **MINISTER OF ECONOMIC
DEVELOPMENT** ("Lender")

WHEREAS the Lender intend to provide the Borrower with a loan (the "Loan") in the aggregate principal amount of Nine Hundred Thousand Dollars (\$900,000) (the "Principal"), upon and subject to the terms and conditions set out in a letter of offer dated March 24, 2008 ("Offer") from the Lender and accepted by the Borrower on March 26, 2008 and a Loan Agreement bearing even date herewith ("Loan Agreement");

AND WHEREAS the Assignor is the exclusive owner of the whole right, title and interest of letters patent or applications for letters patent in Canada and elsewhere, as more particularly described in Schedule "A" hereto (the "Patent") and the Assignor has the exclusive, uninhibited right to sell, transfer, use and assign the Patent;

AND WHEREAS as additional security for all indebtedness of the Assignor to the Lender pursuant to the Loan, the Loan Agreement and the Offer (collectively the "Obligations"), the Assignor has agreed to specifically assign to the Lender, at the option of the Lender and effective upon the occurrence of an event of default under the Offer or in the event the Assignor is deemed to be in default under the Obligations all of the Assignor's right, title and interest in and to the Patent;

THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

1. Upon an event of default occurring under the Offer or if the Assignor is in default under the Obligations and upon the exercise by the Lender of its option to cause this Assignment to become effective, the Assignor does hereby transfer and assign to the Lender all of its right, title and interest in and to the Patent, together with any reissue,

continuation or other extension of the Patent, the invention claimed therein and all proceeds derived from the Patent, including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Patent, the same to be held and enjoyed by the Lender to the full end of the term for which the Patent is granted, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made.

2. This Assignment shall take effect upon the Lender notifying the Assignor that it is in default under any of the terms or provisions of the Obligations and that the Lender intends to exercise its option to cause this Assignment to become effective.
3. The Assignor shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all patent offices where the Patent is registered and recorded) as may be requested by the Lender from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Lender's interest in the Patent or to maintain the registration or recording of the Patent.
4. The Assignor represents and warrants as follows:
 - (a) the Assignor has sole, full and clear title to the Patent in Canada and in all other jurisdictions represented by the Assignor to the Lender;
 - (b) the Assignor has not assigned or licensed the Patent to any other entity (except as disclosed in Schedule "B" hereto and except for licences to use the Patent granted to customers in the ordinary course of business) and is duly authorized and has the right to grant this Assignment to the Lender;
 - (c) all registrations and recordings of the Patent are valid and subsisting and in full force and effect as of the date of this Assignment;
 - (d) the Patent has not lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Assignor, has the Patent been infringed by any other person;
 - (e) as of the date of this Assignment, neither the Assignor nor any of its subsidiaries has any patent registered or recorded in or subject to pending applications for registration or recording in Canada, the United States or elsewhere, other than those described in the Schedule hereto; and
 - (f) the Assignor has no knowledge of any third party claims to the Patent.
5. The Assignor hereby irrevocably appoints the Lender or its agent, as the case may be, with full power of substitution, to be the attorney of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, consents, acts, matters or things with the right to use the name of the Assignor whenever or



wherever it may be necessary or expedient. It is hereby intended that the said power of attorney shall continue in the event of the subsequent legal incapacity of the Assignor, if an individual.

6. This Assignment shall be binding upon the Assignor and its successors and permitted assigns and it shall enure to the benefit of the Lender and its successors and assigns.
7. This Assignment shall be governed by and construed in accordance with the laws of the province of Nova Scotia and the applicable laws of Canada.

IN WITNESS WHEREOF the Assignor has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

James Edwards
(Witness)

**HALIFAX BIOMEDICAL
INCORPORATED**

Per: 
Per: 

SCHEDULE "A"
DETAILED DESCRIPTION OF PATENTS

REGISTERED OWNER:	HALIFAX BIOMEDICAL INC.
DESCRIPTION OR ILLUSTRATION OF PATENT:	Intramedullary rod with vent
REGISTRATION PARTICULARS (PLACE, DATE, PATENT NUMBER):	World Intellectual Property Organization International application was filed on April 5, 2007 with a priority date of April 6, 2006 Application #: PCT/CA2007/000567 Publication #: WO 2007/112589
OTHER RELEVANT DESCRIPTIVE INFORMATION:	