

Form PTO-1595  
(Rev. 6-93)

# RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## PATENTS ONLY

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

<p>1. Name of conveying party(ies):  Marty Wynkoop</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)  Name: ORTHOHELIX SURGICAL DESIGNS, INC. 1815 W. Market Street, Suite 205 Akron, OH 44313</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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: _____</p> <p>Execution Date <u>01/20/05</u></p>	

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: \_\_\_\_\_

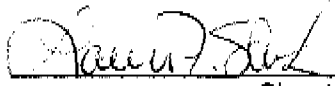
<p>A. Patent Application No.(s):  29/310,187</p>	<p>B. Patent No.(s):</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Hudak Shunk &amp; Farine Co. LPA</p> <p>Internal Address: Laura F. Shunk</p> <p>Street Address: 2020 Front Street, Suite 307</p> <p>City: Cuyahoga Falls State: OH ZIP: 44221</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account.</p> <p>8. Deposit account number:  <u>08-3150</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.

<p><u>Laura F. Shunk</u> Name of Person Signing</p>	<p> Signature</p>	<p><u>3/20/07</u> Date</p>
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Total number of pages including cover sheet, attachments, and documents: 6 Atty Docket: ORTHO-WW-DIV-1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 083150 29310187

### Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of January 20, 2005, between OrthoHelix Surgical Designs, Inc., a Delaware corporation (the "Company"), and Martin Wynkoop ("Employee").

#### Recitals

A. Company desires to obtain the services of the Employee as its Chief Operating Officer in the manner hereinafter specified in its business, and also to make provisions for the payment of compensation to the Employee for such services; and

B. Employee is willing to be employed by the Company as its Chief Operating Officer and to perform the duties incident to such employment upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Start Date. The "Term of Employment" (as defined herein) commenced on January 1, 2005, which date will be referred to herein as the "Start Date."

12. Ownership, Works Made for Hire and License.

(a) Work for Hire. Any and all inventions, techniques and other work-product (collectively, "Work Product") developed by Employee during Employee's employment by the Company will be considered works made for hire by Employee and will, upon creation, be owned exclusively by the Company, provided that the Work Product (1) relates specifically to services performed by Employee pursuant to this Agreement; (2) involves information about the Company's business and/or products gained during Employee's employment with the Company; or (3) is generated at the specific request of the Company.

(b) Assignment. To the extent that Work Product owned by the Company in accordance with the above paragraph may not be considered works made for hire, Employee assigns, without the necessity of further consideration, all of his right, title and interest to the Company and the Company will be entitled to hold same in its own name on all applicable patents, registrations and/or copyrights applicable to such Work Product. If, and to the extent that Employee may, under applicable law, be entitled to claim any ownership interest in Work Product owned by the Company, Employee transfers, grants, conveys, and relinquishes exclusively to the Company all of his right, title and interest under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law. Employee will sign upon request all documents necessary to vest title in the Company to any specific patent, trademark and/or copyright application prepared by the Company and covering such Work Product. Employee will also sign upon request, any document necessary for the filing and prosecution of patent, trademark and/or copyright applications in the United States and elsewhere, including divisional, continuation, revival, renewal or reissue application. Employee will cooperate and assist the Company in preparing, filing and prosecuting any and all such patent, trademark and copyright applications during the term of this Agreement and for three years following its termination. The Company will bear all costs associated with the prosecution of such patent, trademark and/or copyright applications.

(c) License. To the extent that any preexisting rights are embodied or reflected in Work Product owned by the Company, Employee grants to the Company an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to: (1) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (2) authorize others on the Company's behalf to do any or all of the foregoing.

(d) Warranty. Employee warrants that he has full right and authority to perform his obligations and grant the rights and license contained in this Agreement. Employee

further warrants that Employee has neither assigned nor entered into any other relationship, which purports to transfer any right, title or interest to any technology, process, material or intellectual property right that would be in conflict with the terms of this Agreement, nor will the Employee do so in the future.

13. Miscellaneous. This Agreement will also be subject to the following miscellaneous considerations:

(a) Representations and Warranties.

(i) Employee represents and warrants to the Company that he has the authority, power and right to deliver, execute and fully perform his obligations under this Agreement in accordance with its terms. Employee further represents and warrants that this Agreement does not require any authorization, consent, approval, exemption or other action by any other party and does not (A) conflict with or result in the breach of the terms, conditions or provisions of, (B) constitute a default under, or (C) result in a violation of any agreement, instrument, order, judgment or decree to which Employee is subject. Employee will, to the fullest extent permitted by applicable law, as from time to time in effect, indemnify the Company and hold the Company harmless for any breach of the representations set forth in this subparagraph (i).

(ii) The Company represents and warrants to Employee that it has the authority, power and right to deliver, execute and fully perform its obligations under this Agreement in accordance with its terms. The Company further represents and warrants that this Agreement does not require any authorization, consent, approval, exemption or other action by any other party and does not (A) conflict with or result in the breach of the terms, conditions or provisions of, (B) constitute a default under, or (C) result in a violation of any agreement, instrument, order, judgment or decree to which the Company is subject. The Company will, to the fullest extent permitted by applicable law, as from time to time in effect, indemnify Employee and hold Employee harmless for any breach of its representations set forth in this subparagraph (ii).

(b) Divisibility of the Agreement. If any provision of this Agreement or any portion thereof is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, the remainder of such provisions and all of the remaining provisions of this Agreement will continue in full force and effect.

(c) Choice of Law. This Agreement will be construed, interpreted and the rights of the parties determined in accordance with the internal laws of the State of Ohio without reference to the choice of law provisions of such State's law, except with respect to matters of

law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters of the law the jurisdiction under which the respective entity derives its powers will govern, and to the extent governed by federal law.

(d) Assignment. The Company may assign this Agreement to any direct or indirect subsidiary or parent of the Company or joint venture in which the Company has an interest, or any successor (whether by merger, consolidation, purchase or otherwise) to all or substantially all of the stock, assets or business of the Company and this Agreement will be binding upon and inure to the benefit of such successors and assigns. The duties and covenants of Employee under this Agreement, being personal, may not be delegated. Except as expressly provided herein, Employee may not sell, transfer, assign, or pledge any of his rights or interests pursuant to this Agreement.

(e) No Abrogation. Any rights of Employee hereunder will be in addition to any rights Employee may otherwise have under benefit plans, agreements, or arrangements of the Company to which he is a party or in which he is a participant, including, but not limited to, any Company-sponsored employee benefit plans. Any provisions of this Agreement will not in any way abrogate Employee's rights under such other plans, agreements, or arrangements.

(f) Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement will be in writing and will be deemed to have been duly given when personally delivered three days after mailing by first-class U.S. Mail with postage prepaid, or one day after delivery to an overnight air courier guaranteeing next day delivery, addressed as follows:

If to Employee:	Martin Wynkoop 9341 S.W. 33 <sup>rd</sup> Road Gainesville, Florida 32608
If to the Company:	OrthoHelix Surgical Designs, Inc. 3975 Embassy Parkway Akron, Ohio 44333
With copies to:	Buckingham, Doolittle & Burroughs, LLP 50 South Main Street Akron, Ohio 44308 Attention: David Kern, Esq.

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

(g) Headings. Section headings in this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

(h) Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

(i) Employee's Acknowledgment. Employee acknowledges (i) that he has consulted with or has had the opportunity to consult with independent counsel of his own choice concerning this Agreement and has been advised to do so by the Company, and (ii) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

(k) Entire Agreement; Amendment and Survival. This Agreement (i) contains a complete statement of all the arrangements between the parties with respect to Employee's employment by the Company, (ii) supersedes all prior and existing negotiations and agreements between the parties concerning Employee's employment and (iii) can only be changed or modified pursuant to a written instrument duly executed by each of the parties hereto. The provisions of Sections 6 and 12 will survive termination of this Agreement.

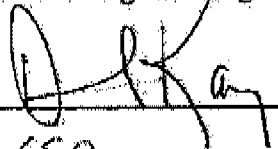
(l) Expenses. Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement.

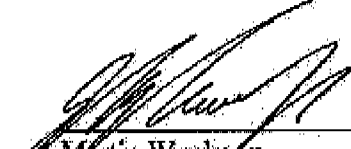
(m) Joint Preparation. This Agreement was prepared jointly by the parties and any uncertainty or ambiguity existing herein may not be interpreted against either party.

[Signature Page Follows]

The parties hereto have executed this Agreement as of the day and year first above written.

OrthoHelix Surgical Designs, Inc.

By:   
Its: CSO

  
Martin Wynkoop

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