#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
Lisa Tweardy	01/18/2010	
Jeff Nemeth	11/09/2009	

#### **RECEIVING PARTY DATA**

Name:	Ossur hf
Street Address:	Grjothals 5
City:	Reykjavik
State/Country:	ICELAND
Postal Code:	110

#### PROPERTY NUMBERS Total: 1

Property Type	/pe Number	
Application Number:	29350250	

#### **CORRESPONDENCE DATA**

Fax Number: (703)683-1080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

703-683-0500 Phone:

Email: kgreyson@baconthomas.com Correspondent Name: Bacon & Thomas, PLLC

Address Line 1: 625 Slaters Lane

Address Line 2: 4th Floor

Address Line 4: Alexandria, VIRGINIA 22314-1176

ATTORNEY DOCKET NUMBER: TWER3004/JJC

NAME OF SUBMITTER: JUSTIN J. CASSELL

Total Attachments: 26

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**PATENT** 501075980 REEL: 023847 FRAME: 0660

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## ASSIGNMENT (Design)

WHEREAS, per the CONFIDENTIALITY, NON-COMPETITION AND INVENTIONS AGREEMENT executed on October 12, 2004 and attached herewith, Össur hf as attorney-in-fact for Lisa Tweardy (who has the post office address of 1 Turnberry Ct., Moorestown, NJ 08057, USA), hereinafter referred to as ASSIGNOR, is the owner of certain new and useful DESIGN for REHABILITATIVE VEST COMPONENT (hereinafter referred to as the DESIGN) for which an application for United States Letters Patent was filed on November 13, 2009, Serial No.: 29/350,250.

WHEREAS, Össur hf whose post office address is Grjothals 5, 110 Reykjavik, Iceland hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, I, ASSIGNOR, do assign and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said DESIGN and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to the said DESIGN throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title, and interest in and to said DESIGN and application throughout the United States of America and in and to any and all DESIGN Patents granted on any division, continuation, continuation-in-part and reissue of said application.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) in the United States for said DESIGN, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said DESIGN, all without further consideration.

ALSO, ASSIGNOR hereby authorizes and requests the Commissioner for Patents to issue any and all DESIGN Patents referred to above to ASSIGNEE, as the ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole us and behoof; and for the use and behoof of ASSIGNEE's legal representatives and successors, to the full end of the term for which such DESIGN Patents may be granted, as fully and entirely as the same would have been by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR authorizes any member of the firm of **Bacon & Thomas**, **PLLC** to insert or complete any information in this document needed to effect its recordal in the U.S. Patent and Trademark Office.

Assignor Name as Attorney-in-Fact for Lisa Tweardy,	Address
Hilmar Br. Janusson	Grjothals 5 110 Reykjavik Iceland
Title VP R&D	
Where Signed Region vik	
Date 18. Januar 20/0	Signature Hinon B

Attorney Docket: TWER3004/JJC

DESIGN - SOLEJJOINT - (NOTARIZATION)

# ASSIGNMENT

(Design)

WHEREAS, I, Lisa Tweardy and Jeff Nemeth

Before me personally appeared said this instrument to be his (her) free act and deed this \_

whose post office address appears below, hereinafter referred to as Assignor, have invented a certain new and useful DESIGN for REHABILITATIVE VEST COMPONENT

TO TEST TO THE TEST COMPONENT						
(hereinafter referred to as the DESIGN) for which an application of executed on even date herewith	on for United States Letters Patent was					
□ executed on:						
I filed on: Scrial No: WHEREAS, Ossur inf						
whose post office address is Grjothals 5, 110 Reykjavík, leel	and					
hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to the same in the Un States;						
NOW, THEREFORE. for good and valuable consideration, receipt of which is hereby acknowledged, I (we), Assignor by these presents do sell, assign and transfer unto said Assigner. NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I (we), Assignor, by these presents do sell, assign and transfer unt said ASSIGNEE, the entire right, title, and interest in and to said DESIGN and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to the said DESIGN throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title, and interest in and to said DESIGN and application throughout the United States of America and in and to any and all DESIGN Patents granted on any division, continuation, continuation-in-part and reissue of said application						
ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filin prosecution and maintenance of said application or any other patent application(s) in the United States for said DESIG including additional documents that may be required to affirm the rights of Assignee in and to said DESIGN, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate Assignee at Assignee's request documents and information concerning the DESIGN that are within Assignor's possession control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignor respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of the instrument. Assignor's obligations under this instrument shall extend to Assignor's heirs, executors, administrators and oth legal representatives.						
ALSO, Assignor hereby authorizes and requests the Comm to above to Assignee, as the Assignee of the entire right, title and and for the use and behoof of Assignee's legal representatives an Patents may be granted, as fully and entirely as the same would made	nd successors, to the full end of the term for which such DESIGN					
ASSIGNOR authorizes any member of the firm of Bacon & document needed to effect its recordal in the U.S. Patent and Tr	& Thomas, PLLC to insert or complete any information in this ademark Office.					
Assignor Name Lisa Tweardy	Address 1 Turnberry Court Moorestown, NJ 08057					
Where Signed	MOOGESTOWN, 14) VOOS (					
Date	Signoture					
SS.	(Notarization preferred but not required)					

\_day of

My Commission Expires:

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and acknowledged

20\_

Notary Public

# ASSIGNMENT

(Design) Page 2

Assignor Name  Jeff Nemeth  Where Signed	Address 4611 South Ambrosia Court Chandler Arizona 85248
Date 9-11-09	Signature
S	(Nolarization preferred bilt not required)
Before me personally appeared said definition instrument to be his (her) free act and deed this de	y of, 20
	Notary Public  My Commission Expires:

PATENT

**REEL: 023847 FRAME: 0664** 

EXHIBIT A

PATENT

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Application No.:

29/350,250

Inventor Name:

Lisa TWEARDY et al.

Filing Date:

November 13, 2009

Attorney No.:

TWER3004/JJC

For:

REHABILITATIVE VEST COMPONENT

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

#### **DECLARATION**

Sir:

- This declaration is submitted concurrently with the PETITION UNDER
   CFR 1.47(A) REQUESTING APPLICATION TO BE ACCEPTED WITHOUT
   SIGNATURE OF JOINT INVENTOR in the above-identified application.
- 2. I declare that the e-mail provided in exhibits B-C attached to the DECLARATION OF FACTS IN SUPPORT OF FILING ON BEHALF OF OMITTED INVENTOR submitted in the above-identified application are true and correct copies of the original e-mail with only the e-mail addresses redacted therefrom.
- 3. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Respectfully Submitted,

Date: 14. January 2010

Tatjana Latinovic

Intellectual Property Manager, R&D

Taliana Satinović

Össur hf

# CONFIDENTIALITY, NON-COMPETITION AND INVENTIONS AGREEMENT

This Agreement, dated as of October 12, 2004 between The Jerome Group Inc., a Delaware corporation (the "Company"), and Lisa Tweardy (the "Employee").

Whereas, the Company is presently engaged in the design, manufacture, and sale of products for the treatment of cervical spine injuries (the "Business"); and

Whereas, the Employee is currently a senior-level executive of the Company with extensive access to the customers, suppliers, manufacturing processes, product designs and other unique and valuable confidential information and trade secrets of the Company and its Affiliates, as well as those of its suppliers, customers, licensees and licensors; and

Whereas, as of the date hereof, the Employee is (i) purchasing shares of Class A Common Stock of Royce Medical Holdings, Inc. ("Holdings"), of which the Company is a wholly-owned subsidiary and/or (ii) being awarded stock options in Holdings; and

Whereas, the Employee acknowledges that the confidentiality, non-competition, assignment of inventions and other covenants of the Employee contained in this Agreement are essential to protect the value of the business of the Company and the investment by Holdings in the Company; and

Whereas, in consideration of the foregoing, and in order to induce Holdings to permit the Employee's investment contemplated above, the Employee has agreed to enter into this Agreement.

#### NOW, THEREFORE, it is mutually agreed as follows:

Confidentiality. (a) The Employee recognizes and acknowledges that certain information possessed by the Company and its Affiliates constitutes valuable, special, and unique proprietary information and trade secrets. Accordingly, the Employee agrees that he or she shall not, during the term of his or her employment with the Company or at any time thereafter, divulge, use, furnish, disclose or make available to any person, whether or not a competitor of the Company, any confidential or proprietary information concerning the assets, business, or affairs of the Company, of any of its Affiliates, or of its suppliers, customers, licensees or licensors (collectively, "Confidential Information") including, without limitation, financial information concerning Holdings or its Affiliates, information regarding the capitalization of Holdings, including ownership of any shares of stock, stock options or other equity interests in Holdings, information concerning the Company's compensation system, including compensation levels and its option and bonus programs and awards thereunder, information regarding trade secrets and information (whether or not constituting trade secrets) concerning sources of supply, costs, pricing practices, telemarketing sales techniques, sales training techniques, formulas, business plans, marketing plans, strategies, forecasts, unpublished financial data, budgets, projections, customer and supplier identifiers, peculiar likes and fancies, customer characteristics (product preferences, contact person, pricing, when to make sales call, purchase patterns, etc.), agreements, inventions, improvements, research or development, test

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results, product specifications, know-how, manufacturing and technical processes, product designs, and production applications, or any other confidential information which gives the Company or its Affiliates an opportunity to claim a competitive advantage or has economic value. The foregoing shall not be applicable to any information which is required to be disclosed by law, provided that the Employee provides prompt notice to the Company of such disclosure request and assists the Company in preventing such disclosure.

- (b) Upon the resignation or termination of the Employee's employment, for any reason, whether voluntary or involuntary and whether by the Company or the Employee, or at any time the Company may request, the Employee shall (a) surrender to the Company all documents and data of any kind (including data in machine-readable form) or any reproductions (in whole or in part) of any items relating to the Confidential Information and shall not make or retain any copy or extract of any of the foregoing, and (b) will confirm in writing that to his or her knowledge, after inquiry, no Confidential Information exists on any computers, computer storage devices or other electronic media that were at any time within the Employee's control (other than those which remain at, or have been returned to, the Company).
- 2. Non-Competition: Non-Solicitation. In consideration of this Agreement and all the recitals and provisions contained herein, and in view of the Employee's participation in and access to the unique and valuable information of the current and proposed business activities of the Company and its Affiliates in all aspects, the Employee covenants and agrees that, during the term of the Employee's employment and thereafter for a period of six months ("Term") following termination of employment, whenever the same shall occur and for whatever reason, the Employee shall not, directly or indirectly:
- (a) either as an employee, employer, consultant, agent, principal, partner, shareholder, corporate officer, director, or in any other individual or representative capacity, work for, or engage or participate in the business of, any competing company, joint venture, partnership or association engaged in the design, manufacture or sale of (x) products of the Business, or (y) any other products, product lines or services which, during the term of Employee's employment or as of the date of termination thereof, are manufactured or sold by the Company or its Affiliates or, as of the date of termination of employment, are contemplated to be manufactured or sold by the Company or its Affiliates, or (z) any other products, product lines or services which are directly competitive with any of the foregoing products, product lines or services. The foregoing sentence shall not prohibit the Employee from working for, or engaging or participating in the business of, a broadline manufacturer or distributor engaged in the Business, provided that the Employee shall not (i) directly engage in any operation of that entity's business that directly or indirectly competes or interferes with the Business or (ii) use any of the Company's Information; and
- (b) except in the ordinary course performance of his or her duties while an employee of the Company, induce or attempt to induce or encourage others to induce or attempt to induce, any person who is an employee of, consultant to or agent of the Company or any Affiliate of the Company as of the date of termination of Employee's employment, to (A) terminate such person's employment with such employer (in the case of an employee) or cease providing its services to the Company or its Affiliate (in the case of a consultant), provided that

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nothing herein shall prevent general solicitations through advertising or similar means which are not specifically directed at employees of, consultants to or agents of the Company or its Affiliates; or (B) engage in any of the activities hereby prohibited with respect to the Employee under subparagraph (a) above.

The Company shall have the option to extend the Term for up three (3) additional six month periods (each six month period an "Extended Term"), the aggregate of which shall not exceed eighteen months (18) months. During the Term and, for each Extended Term the Company's exercises its option, the Company shall pay to Employee, Employee's base salary in effect at the date of the Employee's termination of employment plus an amount equal to an average of the bonus payments actually received by Employee for the preceding two (2) calendar years, on a prorated basis (the "Extended Term Payment"). During any Extended Term, if Employee becomes employed by a company not engaged in the Business or a broadline manufacturer or distributor engaged in the Business in the approved capacity outlined in Section 2(a), the Extended Term Payment shall be equal to the difference between the Employee's salary and bonus earned, then in effect and the Extended Term Payment.

#### 3. Rights in Company Property; Inventions.

- (a) The Employee hereby recognizes the Company's proprietary rights in the tangible and intangible property of the Company and its Affiliates and acknowledges that notwithstanding the relationship of employment, the Employee has not obtained or acquired and will not hereafter obtain or acquire through such employment any personal property rights in any of the property of the Company and its Affiliates, including but not limited to, any writing, communications, manuals, documents, instruments, contracts, agreements, files, literature, data, technical information, know-how, secrets, formulas, products, methods, procedures, processes, devices, apparatuses, trademarks, trade names, trade styles, service marks, logos, copyrights, works of authorship, patents, or other matters which are the property of the Company and its Affiliates.
- The Employee agrees that any and all discoveries, inventions, (b) works of authorship improvements and innovations (including all data and records pertaining thereto), whether or not patentable, or copyrightable, or reduced to writing (collectively, "Inventions"), which during his or her employment by the Company, the Employee conceived or made, or conceives or makes, either alone or in conjunction with others, which are related to the business of the Company and its Affiliates, are and shall be the sole and exclusive property of the Company and its Affiliates, except for those inventions and discoveries conceived by the Employee prior to commencement of his or her employment with the Company or its predecessor which are disclosed on Schedule A of this Agreement. The Employee shall promptly disclose all Inventions to the Company conceived during the period of his or her employment. At the request of the Company and at anytime during or after the Employee's employment with the Company, the Employee shall execute any assignments or other documents the Company and its Affiliates may deem necessary to protect or perfect its rights in the Inventions, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's and its Affiliates' rights therein. The Employee hereby appoints the Company as his or her attorney-in-fact to execute on his or her behalf any assignments or other documents deemed necessary by the Company to protect or perfect its rights to any Inventions.

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4. Affiliate Defined. As used in this Agreement, an "Affiliate" of the Company shall mean any corporation, partnership, limited liability company or other entity which, directly or indirectly, controls, is under common control with or is controlled by the Company at any time, not to include Holdings and Cortec; provided, however, that Royce Medical Company, Inc. ("Royce") shall be included in the definition of Affiliate, limited in scope to any matter relating to Royce's business, including but not limited to, any discovery, invention, work of authorship improvement and innovation (including all data and records pertaining thereto), whether or not patentable, or copyrightable, or reduced to writing, on which Employee collaborates with Royce. For the purposes of this definition, "control," as used with respect to any entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or voting interests, by contract or otherwise.

#### 5. Enforcement; Modification.

- (a) The Employee further acknowledges and agrees that any breach or threatened breach by the Employee of any provision of Section 1, 2 or 3 due to his or her unique services provided to the Company as further detailed above will result in irreparable injury to the Company (or its Affiliates), that monetary damages will be an inadequate remedy for such breach and that, accordingly, in addition to any other remedy that the Company may have, the Company shall be entitled to injunctive relief in the event of any breach hereof without posting bond or other security.
- (a) It is expressly agreed that if any restrictions set forth in Section 1, 2 or 3 are found by any Court having jurisdiction to be unreasonable because they are too broad in any respect, then and in each such case, the remaining restrictions herein contained shall nevertheless remain effective, and this Agreement, or any portion thereof, shall be considered to be amended so as to be considered reasonable and enforceable by such Court, and the Court shall specifically have the right to restrict the business, geographical or temporal scope of such restrictions to any portion of the business or geographic areas or time period described above to the extent the Court deems such restriction to be necessary to cause the covenants to be enforceable, and in such event, the covenants shall be enforced to the extent so permitted.
- employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. The Employee may quit at any time with or without notice so long as the reason does not violate a statute. The parties also acknowledge that there is no promise that employment will continue for a set period of time, nor is there any promise that employment will be terminated only under particular circumstances. No person has the authority to make representations inconsistent with this policy. This provision supercedes all written and oral representations that are in any way inconsistent with it. Nothing in this Agreement shall limit or otherwise alter the foregoing.

#### 7. General.

(a) <u>Notices</u>. All notices and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if

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delivered personally or if mailed by certified or registered mail, or if sent by confirmed written telecommunication, to the relevant address set forth below, or to such other address as the recipient of such notice or communication shall have specified to the other party hereto in accordance with this Section 7(a):

If to the Company:

The Jerome Group Inc. 305 Harper Drive Moorestown, NJ 08057 Attention: President Telecopier No.: (805) 383-5485

with a copy to:

The Jerome Group Inc. c/o Cortec Group, Inc. 200 Park Avenue New York, NY 10166 Attention: President Telecopier No.: (212) 682-4195

If to the Employee:

At the address shown below his or her signature below.

- (b) <u>Successors and Assigns</u>. This Agreement shall be binding upon the Employee and inure to the benefit of the Company and its successors and assigns, including without limitation any corporation to which substantially all of the assets or the business of the Company are sold or transferred.
- (c) <u>Severability</u>. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- (d) <u>Waivers</u>. No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- (e) <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or telecopied signature shall be deemed an original for all purposes.
- (f) <u>Governing Law.</u> This Agreement and the performance hereof shall be construed and governed in accordance with the laws of the state of California.

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- FURTHER AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY A JURY IN CONNECTION WITH ANY CONTROVERSY, CLAIM OR DISPUTE (A "CONTROVERSY") BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ACTUAL OR ALLEGED BREACH THEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS VOLUNTARILY MADE BY IT AND THAT IT IS INFORMED AS TO AND UNDERSTANDS THE CONSEQUENCES THEREOF AND THAT EACH PARTY EXPECTS, IN THE EVENT OF SUCH CONTROVERSY, THAT THE OTHER PARTY WILL SEEK TO ENFORCE THIS WAIVER.
- (h) <u>Consent to Jurisdiction</u>. Each of the Company and the Employee agrees to submit to the non-exclusive jurisdiction of the courts in and of the state of California, and consents that service of process with respect to any action or proceeding relating to this Agreement may be made by registered mail to it at its address set forth herein.
- between the parties concerning the subject matter hereof and as of the Closing Date supercedes any prior confidentiality and invention assignment agreement between the parties hereto, provided however, that the Company reserves and shall retain all rights and remedies it may have against the Employee with respect to any breach on or before the Closing Date of any such prior confidentiality and invention assignment agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the date first above written.

THE JEROME GROUP INC.

Title:

Address

1 Turnberry Ct. Moorestown, NJ 08057 USA

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## Schedule A

# Inventions Conceived By Employee Prior to Employment with the Company

The following inventions are excluded from the provisions of Section 2 of the Agreement:

[None.]

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EXHIBIT B

From:

Tatiana Latinovic

Sent:

Tuesday, January 13, 2009 8:46 AM

To:

Lisa Tweardy

Subject: Attachments: FW: TWER3002, TWER3003, TWER3004: Resolve Halo Design Patent Applications

TWER3002\_Revised Formal Drawings.pdf; TWER3002 application.doc; TWER3003\_Revised

Formal Drawings.pdf; TWER3003 application.doc; TWER3004\_Revised Formal Drawings.pdf;

TWER3004 application.doc

Hello Lisa,

Happy New Year!

As you will see from the correspondence below, we are in the process of preparing design patent applications fro Resolve Halo revamp project.

Yessenia will review the applications first and they will be sent to you for review once they are finalized, since we believe that you and Jeff Nehments are inventors on the design.

In the meantime, could you send me yours and Jeff's address details? I do not have them in my files. Also, could you please confirm that there is a contract or some other written document that requires Jeff to assign intellectual property to Ossur since he is a consultant. I would need to see the contract so that we can provide an adequate assignment document.

Thanks, Tatjana

Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tel. +354 515 1311 Mobile +354 664 1034 Fax +354 515 1366

E-mail

www.ossur.com

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EXHIBIT C

From:

Tatjana Latinovic .

Sent:

Tuesday, August 04, 2009 10:23 AM

To: Cc: Lisa Tweardy Socky Morales

Subject:

RE: Resolve Halo Revamp provisional patent application

Hello Lisa,

Thank you very much for your quick response.

Not to waste too much of your time, I'd like to suggest that we have a phone conference next week with Justin Cassell, the attorney writing the applications. You can then give him your comments directly so that he can incorporate them in the applications. I checked with him and he is available both on August 10 and 11 (Monday and Tuesday) any time from 10:00 am to 6:00 pm EST.

Could you please let me know if you are available on these two days and propose the exact time most convenient for you. I will then distribute the conference call number.

Thanks, Tatjana

#### Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tel. +354 515 1311 Mobile +354 664 1034 Fax +354 515 1366

#### www.ossur.com

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From: Lisa Tweardy
Sent: 28. júlí 2009 06:35
To: Tatjana Latinovic
Cc: Socky Morales

Subject: Re: Resolve Halo Revamp provisional patent application

Tatjana,

Please feel free to call me to discuss this patent application. I have reviewed the file and feel some corrections are warranted.

Thank you, Lisa

1

On 7/27/09 5:52 AM, "Tatiana Latinovic" ·

wrote:

Dear Lisa,

I hope you are well.

I am following up on the issue of Resolve Halo revamp patent applications. We would really like to get these applications on file and I need your signatures on all of the documents in the attachment. Please sign them and send them to Socky's attention in Ossur Americas at your earliest convenience.

Thank you in advance, Tatjana

Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tel. +354 515 1311 Mobile +354 664 1034 Fax +354 515 1366

E-mait

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From: Tatjana Latinovic Sent: 29. apríl 2009 18:10

To: 1.tweardy

Subject: RE: Resolve Halo Revamp provisional patent application

Hello Lisa,

I hope you are well. I am following up on our correspondence below. Have you had a chance to review the applications I sent you? Please let me know at your earliest convenience if you have any comments. I would really like to have the application filed very soon.

Thank you in advance, Tatjana

Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tel. +354 515 1311 Mobile +354 664 1034

Fax +354 515 1366

E-mail

www.ossur.com <http://www.ossur.com/>

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From: I.tweardy

**Sent:** 18. mars 2009 22:08 **To:** Tatjana Latinovic

Subject: Re: Resolve Halo Revamp provisional patent application

Tatjana,

Thanks for your message. I apologize for the delay. unfortbately, my father has been hospitalized so I have not had a chance to review your request since your message last week.

I will review & get back to you in a few days. Sent from my Verizon Wireless BlackBerry

From: Tatjana Latinovic

Date: Wed, 18 Mar 2009 16:58:59 +0000

To:

Subject: FW: Resolve Halo Revamp provisional patent application

Hi Lisa,

I am just checking to see if you have received my e-mail last Friday. I would really appreciate to hear from you.

Thanks, Tatjana

Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tei. +354 515 1311 Mobile +354 664 1034 Fax +354 515 1366

E-mail

www.ossur.com < http://www.ossur.com/>

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From: Tatjana Latinovic Sent: 13. mars 2009 13:16

To: 1.tweardy:

Subject: Resolve Halo Revamp provisional patent application

Dear Lisa,

I hope that you are doing well.

I am contacting you because of the Resolve Halo project - I have already sent you an e-mail on that on 13. January, concerning the preparation of patent applications for improvements.

Yessenia has indicated that you and Jeff Nehmet are inventors of the improvements we describe in the applications. I would therefore like to ask you to review the attached documents and let me know if you agree with them and if you have any comments. I will also send an e-mail to Jeff about it.

We plan to file provisional utility application at this stage as well as design application. Attorneys will prepare design application once you and Jeff have confirmed the drawings on the provisional.

I do not have your contact information - could you please send it to me as I need to include it on Assignment and Declaration documents.

Thanks in advance for your cooperation.

Best regards, Tatjana

Kind regards

Tatjana Latinovic Intellectual Property Manager, R&D Ossur Head Office

Tel. +354 515 1311 Mobile +354 664 1034 Fax +354 515 1366 E-mall

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EXHIBIT D

From:

Tatjana Latinovic

Sent:

Wednesday, October 07, 2009 12:17 PM

To:

Lisa Tweardy

Subject:

Resolve Halo Applications

Attachments:

TWER3001Declaration.pdf; TWER3002\_Declaration.pdf; TWER3003Declaration.pdf; TWER3004Declaration.pdf; TWER3001\_Assignment.pdf; TWER3002\_Assignment.pdf;

TWER3003\_Assignment.pdf; TWER3004\_Assignment.pdf

#### Dear Lisa,

I am following up on the Resolve halo applications. Have you had a chance to review them yet? I would like to file them as soon as possible, as they have been drafted last January. I would really appreciate any comments you might have and receiving signed declaration and assignment documents. I am resending them for your convenience.

I am looking forward to your reply.

Best regards, Tatjana

Kind regards

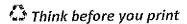


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EXHIBIT E

First-Class Mail Postage & Fees Paid USPS Permit No. G-10	, address, and ZIP+4 in this box •	nas, PLLC e, 4th Floor jinia 22314	hildella la	A. Signature  A. Signature  B. Received by (Printed Name)  C. Date of Delivery  D. is delivery address different from Item 17  D. is delivery address different from I	A. Restricted Delivery (Extra Fee)   1 Yes
United States Postal Service	• Sender: Please print your name, address, and ZIP+4 in this box	Bacon & Thomas, PLLC 625 Slaters Lane, 4th Floor Alexandria, Virginia 22314	hahahahahahahahahahahah	SENDER COMPLETE THIS SECTION  Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  LED WOODS TO CONDERS.	2. Article Number (Transfer from service label) TCD714490CC

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KEVIN D. WILLIAMS

JEANNE A. DIGRA PHILIP A. DUBOIS

December 2, 2009

Ms. Lisa Tweardy
1 Turnberry Court

Moorestown, NJ 08057

Via Certified Mail

RE: Össur hf

Title: IMMOBILIZATION DEVICE

U.S. utility patent application no. 12/617,819

Our ref.: TWER3001/JJC

Title: REHABILITATIVE VEST COMPONENT U.S. design patent application nos. 29/350,246,

29/350,247 and 29/350,248 Our ref.: TWER3002/JJC TWER3003/JJC TWER3004/JJC

Dear Lisa:

We inform you that on behalf of Össur hf, four U.S. patent applications have been filed at the U.S. Patent and Trademark Office listing you as one of the inventors. A copy of each of the applications is provided herewith. Each of these applications is related to your inventive contributions to the forthcoming improved Resolve Halo System.

We understand that full copies of each of the applications were sent to you for review by Tatjana Latinovic at Össur, and attempts were made by Össur to obtain your feedback on each of the applications. No comments were ever received from your side, apparently. Due to a pending commercial release of the improved Resolve Halo System, Össur chose to proceed with filing each of these applications without the benefit of your comments.

As confirmed during your employment at Össur, you are named as one of the inventors to each of the applications along with Jeff Nehmeth. We have enclosed a copy of a declaration for each of these applications which affirms that you are one of the individuals who made contributions to the subject matter described in the claims of each of these applications. Because the claimed inventions were created during your employment at Össur, we also enclose a copy of an assignment for each of these applications which confirms ownership of the inventions by Össur.

Please note that Jeff Nehmeth has already signed each of the declarations and assignments, and his signature is represented on the copies provided herewith.

Ms. Lisa Tweardy Page 2

Pursuant to your employment obligations at Össur, we request that you send to us signed copies of each of the declarations and assignments provided herewith, and return them to us in the self-addressed envelope provided herewith no later than

## **DECEMBER 23, 2009.**

Should you have any questions, please do not hesitate to contact me or Tatjana (<u>tlatinovic@ossur.com</u>).

In the event that you elect not to sign and return the documents, please send to us a written statement of the reasons for this decision, call us personally, or send to us your decision via e-mail to advise us of your position. You may send your comments to either my office or to Tatjana.

Your cooperation will be much appreciated.

Sincerely,

BACON & THOMAS, PLLC

JUSTIN J. CASSELL

jcassell@baconthomas.com

PATENT REEL: 023847 FRAME: 0687

**RECORDED: 01/26/2010**