### PATENT ASSIGNMENT

**Electronic Version v1.1**
**Stylesheet Version v1.1**

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<td>ASSIGNMENT</td>
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#### CONVEYING PARTY DATA

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<th>Execution Date</th>
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<td>Robert A Dixon</td>
<td>05/30/2007</td>
</tr>
<tr>
<td>Donald J Hackman</td>
<td>04/14/2009</td>
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</tbody>
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#### RECEIVING PARTY DATA

- **Name:** Vertebron Inc.
- **Street Address:** 80 Hathaway Drive
- **City:** Stratford
- **State/Country:** CONNECTICUT
- **Postal Code:** 06615

#### PROPERTY NUMBERS Total: 12

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<td>Patent Number</td>
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<td>Patent Number</td>
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<td>6663637</td>
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<tr>
<td>Application</td>
<td>10419011</td>
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#### CORRESPONDENCE DATA

- **501409987**
- **PATENT**
- **REEL: 025659 FRAME: 0491**
CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT, effective as of December 12, 2005 (the "Effective Date"), is made by Donald J. Hackman in favor of Vertebrón Inc. having its principal place of business at 80 Hathaway Dr., Stratford, CT 06615.

WHEREAS, Donald J. Hackman (hereinafter "Inventor") is a co-inventor of the inventions as set forth and disclosed in Exhibit A (hereinafter the "Inventions");

WHEREAS, through a Letter Agreement dated December 12, 2005, Inventor assigned all of his right, title and interest in and to the Inventions to Vertebrón Inc. on December 12, 2005; and

WHEREAS, the parties to this Confirmatory Assignment desire to affirm that the assignment of the Inventions from the Inventor to Vertebrón Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Inventor confirms and agrees as follows:

1. As of December 12, 2005, Inventor had assigned all of his right, title and interest in and to the Inventions to Vertebrón Inc.

2. After December 12, 2005, Inventor did not retain any right, title or interest in the Inventions.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Assignment to be effective as of the Effective Date.

Vertebrón Inc.  

By: [Signature]  
Name: Paul S. Hunt  
Title: President/CEO  
Date: 4-20-2009

Donald J. Hackman

By: [Signature]  
Name: Donald J. Hackman  
Title: INVENTOR  
Date: 4-14-2009
December 12, 2005

Donald J. Hackman
Medical Applications R&D Ltd.
3499 Kirkham Rd.
Columbus, OH 43221

Re: Acquisition of Patents, Patent Applications and Associated Intellectual Property

Dear Mr. Hackman:

I am writing to set forth the terms upon which VERTEBRON Inc. ("VERTEBRON") shall acquire all of your right, title and interest in and to the United States letters patents and patent applications listed on Schedule A attached hereto (collectively, the "Patents") as well as all of the following associated property: (i) all intellectual property and the underlying rights and technology associated with and represented by the Patents, including any associated trademarks and/or copyrights for or associated with any and all designs, drawings and documentation associated with the Patents, including any associated goodwill, (ii) any materials, tools, software or hardware used in connection with the development, production and support of the Patents, and the assignment of any agreements for such materials, tools, software or hardware, (iii) copies of the documentation therefor (including any software licenses and/or support and maintenance agreements), and (iv) the assignment or transfer to VERTEBRON of any and all of the rights you may have under the United States Food and Drug Administration’s review and/or approval of a Section 510(k) application with respect to any of products developed under the Patents (collectively with the Patents, the "Assets").
By signing and executing this Letter Agreement, you hereby represent and warrant that you are only one of the two co-inventors and owners listed on the Patents, and that you and Robert A. Dixon, M.D. are the only two co-inventors with respect to the Patents. Consequently, you understand and acknowledge that VERTEBRON may enter into a similar agreement with your co-inventor, Robert A. Dixon, M.D., in order to acquire his interest in the Patents, and that the consideration Dr. Dixon would receive under such separate agreement may be different from the consideration you are receiving under this Letter Agreement.

You are hereby assigning and transferring to VERTEBRON all of your rights, title and interest in and to the Assets, and VERTEBRON hereby accepts such assignment and transfer. Further, in connection with such transfer you agree to execute and deliver a copy of the assignment document for the Patents attached hereto as Exhibit A and the assignment document for the rest of the Assets attached hereto as Exhibit B.

As consideration for this acquisition VERTEBRON shall pay you a total of Thirty-Six Thousand Dollars ($36,000.00) in installments as follows: (i) a first installment of Three Thousand Dollars ($3,000.00) upon receiving your executed copy of this letter agreement, and (ii) six installments of Five Thousand Five Hundred Dollars ($5,500.00) to paid on January 1, 2008, July 1 2008, January 1, 2009, July 1 2009, January 1, 2010, and July 1 2010.

In connection with the acquisition of the Assets, you represent and warrant to VERTEBRON as follows:

You have duly executed this letter agreement and it constitutes your legal, valid and binding obligation, and is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

No claims are pending, or, to the best of your knowledge, threatened against you or Dr. Dixon by any person with respect to the ownership, validity, enforceability or use of the Assets transferred hereunder, or, to the best of your knowledge, otherwise challenging or questioning the validity or effectiveness of the Assets. All your rights in the Assets including registered patents, trademarks, servicemarks and copyrights are valid, maintained and in good standing and, to the best of your knowledge, except for Dr. Dixon, no other person has or claims any interest with respect thereto. To the best of your knowledge, you and Dr. Dixon have the valid right to use all unregistered intellectual property rights in the Assets; provided, however, that neither you nor Dr. Dixon have taken any steps to perfect your ownership of such rights.

You have good title to all of the Assets, and except with respect to Dr. Dixon's interests in the Assets, they are free and clear of all encumbrances, liens, security interests and charges of every kind and character. You have not granted, and there is not outstanding, any option, right, agreement or other obligation pursuant to which any party other than Dr. Dixon could claim a right in or to acquire in any way all or any part of, or any interest in, the Assets.
The execution, delivery and performance of this letter agreement by you and the consummation of the transactions contemplated herein do not require the consent, waiver, approval, license or authorization of any person or public authority; do not conflict with, result in a breach of or constitute a default under any applicable law, judgment, order injunction, decree rule or regulation, or ruling of any court or government instrumentality, or any mortgage, deed of trust, license, lease, indenture or other agreement or any instrument or any order, judgment or any other restriction of any kind or character, to which you are a party or by which you or any of the Assets may be bound.

Neither VERTEBRON nor you will make any announcement of the proposed transaction contemplated by this letter agreement without the prior written approval of the other party, which approval will not be unreasonably withheld or delayed. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter agreement and the transactions contemplated hereby to your and our respective affiliates¹, officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter agreement.

This letter shall be governed by the substantive laws of the State of Connecticut, without regard to conflict of law principles. This letter and the exhibits and schedules attached hereto constitute the entire understanding and agreement between the parties hereto with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter or any amendment signed by both parties. This letter shall be construed according to its fair meaning and not strictly for or against either party.

If the terms set forth in this letter agreement conform to your expectations and our discussions, please indicate your acknowledgement of and agreement to such terms by executing a copy of this letter agreement and returning the same to VERTEBRON at the address above.

[The remainder of this page has been left blank intentionally. Signatures are on the following page.]
Letter Agreement with Donald J. Hackman
December 12, 2005
Page 4 of 5

We look forward to doing business with you.

Sincerely,
VERTEBRON Inc.

Hosam Afifi, President

ACKNOWLEDGED AND AGREED TO:

Donald J. Hackman
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Patent No.</th>
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<tbody>
<tr>
<td>February 25, 2002</td>
<td>Method and device for using exended interbody use, portion of spinal stabilization</td>
<td>10/083,332</td>
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<tr>
<td>April 18, 2003</td>
<td>Vertebal implant for bone fixation or absorbable threaded bone cage</td>
<td>10/194,011</td>
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<td>Nonmetallic spinal stabilization interface in screw spines for Method and apparatus using interface, portion of spinal stabilization</td>
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<td>Method utilizing spinal interface to improve the bone screw fixation</td>
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<td>November 2, 2004</td>
<td>Method utilizing spinal interface to nonmetallic spinal stabilization</td>
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<td>Combination device and vertebal spreader</td>
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EXHIBIT A
To Letter Agreement with Donald J. Hackman
ASSIGNMENT OF ALL RIGHTS AND INTEREST

The undersigned (the "ASSIGNOR") holds all right, title and interest of a co-inventor in and to (1) the patents and/or patent applications set forth on Schedule 1 attached hereto, including all continuations and divisionals thereof and all patents or applications claiming priority therefrom or relating thereto and in all foreign corresponding applications or patents, including continuations and divisionals thereof ("Patent Property").

The ASSIGNOR has entered into a Letter Agreement providing for all of his right, title and interest in said Patent Property to be assigned and transferred to VERTEBRON Inc., a Delaware corporation having as its mailing address: 400 Long Beach Boulevard, Stratford, CT 06615 (hereinafter "ASSIGNEE").

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE all of his right, title and interest in and to the Patent Property, the same to be held and enjoyed by ASSIGNEE for its own use and behalf and for its assignees, successors and legal representatives, to the full end of the terms for which Letters Patent have been granted, or of the terms of any continuations or divisions thereof, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made.

The ASSIGNOR agrees to, and will, execute any and all additional documents which may be reasonably necessary in the opinion of counsel for ASSIGNEE to perfect the transfer of rights set forth herein.

[The remainder of this page has been left blank. Signature on next page.]
IN WITNESS WHEREOF, the ASSIGNOR has subscribed this assignment as of December 13, 2005.

[Signature]

Donald J. Hackman

ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF FRANKLIN

On the 13 day of December, 2005, before me personally appeared Donald J. Hackman, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

[Signature]

Notary Public

[Stamp]

JOHN TRUAX
Notary Public, State of Ohio
My Commission Expires Oct 29, 2009
Recorded in Franklin County
<table>
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<tr>
<th>Date</th>
<th>Description</th>
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<tr>
<td>February 25, 2002</td>
<td>Method and device for using extended interference screw shanks for spinal stabilization.</td>
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<tr>
<td>April 18, 2003</td>
<td>Vertebal Implant for Bone Fixation or (10/14/99)</td>
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**Schedule I**

ASSIGNMENT OF ALL RIGHTS AND INTEREST TO:

Donald J. Hackman

Exhibit A to Letter Agreement with Donald J. Hackman

Page 3 of 3
EXHIBIT B

To Letter Agreement with Donald J. Hackman
ASSIGNMENT OF ALL RIGHTS AND INTEREST

The undersigned (the "ASSIGNOR") holds the rights and interests of a co-inventor, co-author or co-developer in and to (1) the registered trademarks, trade names, and servicemarks set forth on Schedule 1 attached hereto ("Trademark Property"), (2) all copyrights set forth on Schedule 2 attached hereto ("Copyright Property"), (3) all applications for registration of trademarks, trade names, servicemarks and copyrights set forth on Schedule 3 attached hereto ("Application Property"), and (4) the trade secrets, devices, know-how, processes of manufacture, methods and apparatus for use, and other confidential information relating in general to the Trademark Property, Copyright Property and Application Property ("Other Rights").

The ASSIGNOR has entered into a Letter Agreement providing for all of his right, title and interest in said Trademark Property, Copyright Property, Application Property and Other Rights to be transferred and assigned to VERTEBRON Inc., a Delaware corporation having as its mailing address: 400 Long Beach Boulevard, Stratford, CT 06615 (hereinafter "ASSIGNEE").

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE all of his right, title and interest in and to the Trademark Property, Copyright Property, Application Property and Other Rights, the same to be held and enjoyed by ASSIGNEE for its own use and behalf and for its assignees, successors and legal representatives, to the full end of the terms for which any Trademark and/or Copyright registrations will or have been granted, or of the terms of any continuations or divisions thereof, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made.

The ASSIGNOR agrees to, and will, execute any and all additional documents which may be reasonably necessary in the opinion of counsel for ASSIGNEE to perfect the transfer of rights set forth herein.

[The remainder of this page has been left blank intentionally.]
IN WITNESS WHEREOF, the ASSIGNOR has subscribed this assignment as of December 13, 2005.

Donald J. Hackman

ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF FRANKLIN

On the 13 day of December, 2005, before me personally appeared Donald J. Hackman, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

Notary Public

JOHN TRUAX
Notary Public, State of Ohio
My Commission Expires Oct 09 2007
Recorded In Franklin County
SCHEDULE 1
TO
ASSIGNMENT OF ALL RIGHTS AND INTEREST

Trademark Property

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SCHEDULE 2
TO
ASSIGNMENT OF ALL RIGHTS AND INTEREST

Copyright Property

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SCHEDULE 3  
TO  
ASSIGNMENT OF ALL RIGHTS AND INTEREST  

Application Property  
(All applications for registration of trademarks, trade names, servicemarks and copyrights)  

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<th>Attorney Number:</th>
<th>Docket</th>
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<th>Serial Number (to be provided when available):</th>
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May 30, 2007

Robert A. Dixon, DO, FACOS
10577 Durham Place
Powell OH 43065

RE: Stock purchase and intellectual property transfer letter agreement

Dear Dr. Dixon:

This letter agreement outlines the terms under which you have agreed to transfer interest in your intellectual property in exchange for a non-dilutable TWO (2%) PERCENT interest in Vertebron, Inc. ("Vertebron") and Vertebron has agreed to transfer a non-dilutable two percent share of the company to you.

This letter agreement for a non-dilutable TWO (2%) percent interest is in addition to your existing non-dilutable ONE (1%) percent interest pursuant to a letter agreement dated March 16, 2005, a fully executed copy of which is attached as Attachments 3 (March 15, 2005 letter agreement), 4 (prior Consulting Agreement) and 5 (prior Non-Qualified Stock Option Agreement).

As you are aware, Vertebron has launched a campaign seeking $5 million in capital. Until the financing round closes, the exact number of shares to be issued to you pursuant to this letter agreement cannot be determined. Vertebron is agreeing, in principle, that the number of shares to be issued to you will equal two percent of the total number of shares outstanding at the conclusion of the financing round. In addition, Vertebron is agreeing, in principle, that these shares will be adjusted, in the event that Vertebron issues additional shares of stock, that Vertebron will also issue additional shares of stock to you, at nominal cost, to prevent dilution of this two percent interest in the company.

By your countersignature below, you agree that you will tender, as consideration for this transaction, the following:

1. Wire transfer of five hundred thousand dollars ($500,000), receipt of which is acknowledged,
2. Assign and transfer all of your rights, title and interest in your spine intellectual property as detailed in Attachment 1, which is the list you have provided to us of the spine intellectual property that you have developed, and

3. A right of first refusal granted to Vertebron for future spinal intellectual property at terms to be determined at the time the spinal intellectual property is developed.

To complete the documentation for this transfer, you agree to supply the following: an executed assignment of all rights and interest to the intellectual property, including signing any documentation required by the United States Patent and Trademark Office, (Attachment 2). Vertebron agrees to supply a stock certificate evidencing a two percent (2%) share of the company as well as a Non-Qualified Stock Option Agreement for future shares of stock at an exercise price of one cent ($0.01) per share so your two percent share of the company will not be diluted if the company issues additional shares of stock in the future.

The company currently has issued only common stock to investors and does not anticipate issuing preferred stock. This agreement was negotiated, and agreed to, with the understanding that only common stock has been and will be issued. Should the company elect to issue other classes of stock, Vertebron agrees to revisit the terms of this agreement to ensure that your overall three percent interest (2% interest granted in this exchange coupled with the previous 1% interest pursuant to the March 2005 agreement) in the company is maintained. The parties specifically agree that Dr. Dixon has the option to convert his full three (3%) percent interest to preferred stock in the event the company elects to issue preferred stock.

Vertebron understands that you are only one of the two owners listed on several of the patents listed in Attachment 1. The representations you are making below are solely with regard to your ownership interest in the patents.

You are assigning and transferring to Vertebron all your rights, title and interest in and to the patents listed in Attachment 1 and Vertebron accepts such assignment and transfer.

In connection with the transfer of the patents, you represent, to the best of your knowledge, to Vertebron the following regarding your interest in the patents:

- You have duly executed this letter agreement and it constitutes your legal, valid and binding obligation, and is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting its enforcement.

- No claims are pending or are threatened against you by any person with respect to the ownership, validity, effectiveness, enforceability or use of the patents transferred. All of your rights in the patents are valid and in good standing and no other person has any interest in the patents.

- You have good title to the patents and they are free and clear of all encumbrances, liens, security interests and charges. You have not granted, and there is not outstanding, any
option right, agreement or other obligation which any party could claim a right in or to the patents.

- The execution, delivery and performance of this letter agreement by you and the consummation of the transactions contemplated do not require the consent, waiver, approval, license or authorization of any person or public authority and do not conflict with or result in a breach or default of any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any court, governmental instrumentality, mortgage deed of trust, license, lease, indenture or other agreement to which you are a party.

Vertebron may announce the transactions anticipated in this letter agreement once you have returned a signed copy of this letter. Either you or Vertebron may communication information contained in this letter prior to receiving your signed copy to the extent the communication is necessary to obtain consent from third parties for this transaction.

This letter is governed by the laws of the State of Connecticut, without regard to conflict of law principles. This letter and its attachments contain the entire understanding and agreement between the parties with respect to its subject matter and supersede all prior understandings of the parties, whether oral or written. This letter may only be amended through written agreement, signed by both parties. This letter shall be construed according to its fair meaning and not strictly for or against either party.

If the terms set forth conform to your expectations and our discussions, please indicate your acknowledgement of, and agreement to, these terms by executing both copies of this letter agreement and returning them to Vertebron. We will countersign and return one letter to you.

We look forward to continuing our partnership with you and are grateful for your contributions to Vertebron.

Sincerely,
Vertebron, Inc.

[Signature]
Bruce Khalili, President

Countersigned,

[Signature]
Robert A. Dixon, DO, FACOS
**ATTACHMENT 1**

List of Patents Transferred

<table>
<thead>
<tr>
<th>Patent Number</th>
<th>Title of Patent</th>
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</thead>
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<tr>
<td><strong>a. Patents Sold Fully To Vertebron</strong></td>
<td></td>
</tr>
<tr>
<td>6,682,530</td>
<td>Dynamized Vertebral Stabilizer Using an Outrigger Implant</td>
</tr>
<tr>
<td>6,645,207</td>
<td>Method and Apparatus for dynamized Spinal Stabilization</td>
</tr>
<tr>
<td>6,656,181</td>
<td>Method and Apparatus Utilizing Tapered Screw Shanks For Spinal Stabilization</td>
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<td><strong>b. Patents Co-Owned by Vertebron</strong> (Vertebron is ½ owner)</td>
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<tr>
<td>7,104,991</td>
<td>Extended interference screw shanks for spinal stabilization</td>
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<tr>
<td>6,709,438</td>
<td>Cam Action Vertebral Spreader</td>
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<tr>
<td>6,695,845</td>
<td>Method &amp; Apparatus..Interference Screw Shanks for Non-Metallic Spinal Stabilization</td>
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<tr>
<td>6,666,870</td>
<td>Method Utilizing Chemical Bonding to Improve The Bone Screw Fixation Interface</td>
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<tr>
<td>6,663,637</td>
<td>Vertebral Distractor Stabilizer</td>
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<tr>
<td>D458,372</td>
<td>Combination Disc Cutter and Spinal Vertebral Spreader</td>
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<td>D497,993</td>
<td>Bioabsorbable Structural Interbody Vertebral Implant</td>
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<tr>
<td>D 524,941</td>
<td>Absorbable Threaded Bone Cage Implant</td>
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<td><strong>c. Patent Pending Co-Owned by Vertebron</strong></td>
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<td>Vertebral Implant for Bone Fixation &amp; Interbody (Bioabsorbale plate) (Standley)</td>
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ATTACHMENT 2

ASSIGNMENT

I, Robert A. Dixon, DO, FACOS, (the “Assignor”) hold all or a portion of the rights, title and interest to the following patents:

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<th>Patent Number</th>
<th>Title of Patent</th>
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<tr>
<td>6,682,530</td>
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<td>Method and Apparatus for Dynamized Spinal Stabilization</td>
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<td>6,656,181</td>
<td>Method and Apparatus Utilizing Tapered Screw Shanks for Spinal Stabilization</td>
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</tbody>
</table>

**a. Patents Sold Fully To Vertebron**

- 6,709,438 Cam Action Vertebral Spreader
- 6,695,845 Method & Apparatus...Interference Screw Shanks for Non-Metallic Spinal Stabilization
- 6,666,870 Method Utilizing Chemical Bonding to Improve The Bone Screw Fixation Interface
- 6,663,637 Vertebral Distractor Stabilizer
- D458,372 Combination Disc Cutter and Spinal Vertebral Spreader
- D497,993 Bioabsorbable Structural Interbody Vertebral Implant
- D 524,941 Absorbable Threaded Bone Cage Implant

**b. Patents Co-Owned by Vertebron (Vertebron is ½ owner)**

- 7,104,991 Extended interference screw shanks for spinal stabilization

**c. Patent Pending Co-Owned by Vertebron**

- 20060142765 Vertebral Implant for Bone Fixation & Interbody (Bioabsorbable plate) (Standley)

including all continuations and divisions, and all patents or applications claiming priority or relating to, and in all foreign corresponding applications or patents, including continuations and divisions (the “Patent Property”).

The Assignor has entered into a Letter Agreement providing for all of Assignor’s right, title and interest in the Patent Property to be assigned to Vertebron Inc., a Delaware corporation, doing business at 400 Long Beach Blvd., Stratford, CT 06615 (the “Assignee”).

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does sell, assign and transfer to Assignee all of his right, title and interest in and to the Patent Property, which is to be held and enjoyed by Assignee for its own use and for the use of its assignees, successor and legal representatives, to the full end of the term for which the Letters Patent have been, or will be, granted, or of the terms of any continuations or divisions, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Assignor agrees to, and will, execute any and all additional documents which may be reasonably necessary in the option of Vertebron’s counsel for Assignee to perfect the transfer of rights.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be and the same instrument.
IN WITNESS WHEREOF, the Assignor has subscribed this assignment as of JUNE 20, 2007.

[Signature]
Robert A. Dixon, DO, FACOS

ACKNOWLEDGMENT

STATE OF Ohio}
COUNTY OF Franklin}

On this 20th day of June, 2007, before me personally appeared Robert A. Dixon, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument that he signed his name thereto on his own behalf, freely and willingly.

[Signature]

Name:
Notary Public
My commission expires:

TODD WILLIAM COLLIS, ESQ., ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.
March 16, 2005

Robert Dixon, DO, FACOS
10577 Durham Place
Powell, OH 43065

Re: Acquisition of Patents and Associated Intellectual Property

Dear Dr. Dixon:

I am writing to set forth the terms upon which VERTEBRON Inc. ("VERTEBRON") shall acquire all of your right, title and interest in and to (i) the following United States letters patents: (1) US 6,645,207 B2, (2) US 6,656,181 B2, and (3) US 6,682,530 B2 (collectively, the "Patents"), (ii) all intellectual property and the underlying rights and technology associated with and represented by the Patents, including any associated trademarks and/or copyrights for or associated with any and all designs, drawings and documentation associated with the Patents, including any associated goodwill, (iii) any materials, tools, software or hardware used exclusively in connection with the development, production and support of the Patents, and the assignment of any agreements for such materials, tools, software or hardware, (iv) copies of the documentation therefor (including any software licenses and/or support and maintenance agreements), and (v) the assignment or transfer to VERTEBRON of any and all of the rights you may have under the United States Food and Drug Administration's review and/or approval of a Section 510(k) application with respect to any of products developed under the Patents (collectively, the "Assets").

VERTEBRON understands that you are only one of the two inventors listed on the Patents. Consequently, VERTEBRON is entering into a similar agreement with your co-inventor, Donald J. Hackman, although the consideration you and he are receiving is different.

You are hereby assigning and transferring to VERTEBRON all of your rights, title and
interest in and to the Assets, and VERTEBRON hereby accepts such assignment and transfer. Further, in connection with such transfer you agree to execute and deliver a copy of the assignment document for the Patents attached hereto as Exhibit A and the assignment document for the rest of the Assets attached hereto as Exhibit B.

In addition, you are agreeing personally to enter into a Consulting Agreement in the form attached hereto as Exhibit C, pursuant to which you will provide services to VERTEBRON in connection with the development of products based on the Patents.

As consideration for both the acquisition of the Assets and for your services under the attached consulting agreement VERTEBRON shall (i) issue you a stock option agreement in the form attached hereto as Exhibit D, for the acquisition of up to 240,089 shares of the common stock of VERTEBRON, par value $0.00001 per share, which is currently equal to one percent (1.00%) of the outstanding shares of VERTEBRON, upon payment of an exercise price of One Cent ($0.01) per share, and (ii) pay you a total of Twenty Thousand Dollars ($20,000.00) of which Ten Thousand Dollars each shall be paid on the first and second anniversaries of the date you sign this agreement. Such stock option agreement also provides anti-dilution provisions such that in the event that any additional VERTEBRON shares are issued during the initial three-year term of your Consulting Agreement the number of shares for which the option may be exercised shall increase in order to allow you to acquire such number of shares as shall be one percent (1.00%) of the outstanding shares of VERTEBRON after giving effect to such additional share issuance. The anti-dilution provisions will not apply with respect to any issuances of stock, options or other interests to employees, consultants and/or strategic partners under VERTEBRON's 2003 Long-Term Incentive Plan.

In connection with the acquisition of the Assets, you represent and warrant to VERTEBRON as follows:

You have duly executed this letter agreement and it constitutes your legal, valid and binding obligation, and is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

No claims are pending, or, to the best of your knowledge, are threatened against you or Mr. Hackman by any person with respect to the ownership, validity, enforceability or use of the Assets transferred hereunder, or, to the best of your knowledge, otherwise challenging or questioning the validity or effectiveness of the Assets. All your rights in the Assets including the Patents, and registered trademarks, servicemarks and copyrights are valid and in good standing and, to the best of your knowledge, except for Mr. Hackman, no other person has or claims any interest with respect thereto. To the best of your knowledge, you and Mr. Hackman have the valid right to use all registered and unregistered intellectual property rights in the Assets; provided, however, that neither you nor Mr. Hackman have taken any steps to perfect your ownership of any such unregistered rights.
Letter Agreement with Robert A. Dixon

March 16, 2005

Page 3 of 4

You have good title to all of the Assets, and except with respect to Mr. Hackman’s interests in the Assets, they are free and clear of all encumbrances, liens, security interests and charges of every kind and character. You have not granted, and there is not outstanding, any option, right, agreement or other obligation pursuant to which any party, other than Mr. Hackman, could claim a right in or to acquire in any way all or any part of, or any interest in, the Assets.

The execution, delivery and performance of this letter agreement by you and the consummation of the transactions contemplated herein do not require the consent, waiver, approval, license or authorization of any person or public authority; do not conflict with, result in a breach of or constitute a default under any applicable law, judgment, order injunction, decree rule or regulation, or ruling of any court or government instrumentality, or any mortgage, deed of trust, license, lease, indenture or other agreement or any instrument or any order, judgment or any other restriction of any kind or character, to which you are a party or by which you or any of the Assets may be bound.

VERTEBRON may make an announcement of the transactions contemplated by this letter agreement upon receiving your signature on a copy of this letter. The foregoing shall not restrict in any respect your or our ability to communicate information concerning this letter agreement and the transactions contemplated hereby to your and our respective affiliates, officers, directors, employees and professional advisers, and, to the extent relevant, to third parties whose consent is required in connection with the transaction contemplated by this letter agreement, if any, prior to your execution of this letter agreement.

This letter shall be governed by the substantive laws of the State of Connecticut, without regard to conflict of law principles. This letter and the exhibits and schedules attached hereto constitute the entire understanding and agreement between the parties hereto with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter or any amendment signed by both parties. This letter shall be construed according to its fair meaning and not strictly for or against either party.

If the terms set forth in this letter agreement conform to your expectations and our discussions, please indicate your acknowledgement of and agreement to such terms by executing a copy of this letter agreement and of Exhibits A, B, C, and D, completing Schedules 1, 2 and 3 attached to Exhibit B, and returning the same to VERTEBRON at the address above.
Letter Agreement with Robert A. Dixon, DO, FACOS
March 16, 2005
Page 4 of 4

We look forward to doing business with you.

Sincerely,
VERTEBRON Inc.

Hosam Affifi, President 4/6/05

ACKNOWLEDGED AND AGREED TO:

Robert Dixon, DO, FACOS
EXHIBIT A
To respective Letter Agreements with Robert Dixon, M.D. and Donald J. Hackman
ASSIGNMENT OF ALL RIGHTS AND INTEREST

The undersigned (the "ASSIGNORS") hold all of the rights and interests in and to (1) the patents and/or patent applications set forth on Schedule 1 attached hereto, including all continuations and divisionals thereof and all patents or applications claiming priority therefrom or relating thereto and in all foreign corresponding applications or patents, including continuations and divisionals thereof ("Patent Property").

The ASSIGNORS have entered into a Letter Agreement providing for all right, title and interest in said Patent Property to be assigned and transferred to VERTEBRON Inc., a Delaware corporation having as its mailing address: 400 Long Beach Boulevard, Stratford, CT 06615 (hereinafter "ASSIGNEE").

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNORS do hereby sell, assign and transfer unto ASSIGNEE all of their right, title and interest in and to the Patent Property, the same to be held and enjoyed by ASSIGNEE for its own use and behalf and for its assignees, successors and legal representatives, to the full end of the terms for which Letters Patent have been granted, or of the terms of any continuations or divisions thereof, as fully and entirely as the same would have been held by ASSIGNORS had this assignment and sale not been made.

ASSIGNORS agree to, and will, execute any and all additional documents which may be reasonably necessary in the opinion of counsel for ASSIGNEE to perfect the transfer of rights set forth herein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of, which together shall be deemed to be one and the same instrument.

[The remainder of this page has been left blank. Signatures on next page.]
IN WITNESS WHEREOF, the ASSIGNORS have individually and collectively subscribed this assignment as of March 16, 2005.

Robert Dixon, DO, FACOS

Donald J. Hackman

ACKNOWLEDGMENT

STATE OF Connecticut ) ss:
COUNTY OF Fairfield )

STARLENE M. RALBOVSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/06

On the 15 day of March, 2005, before me personally appeared Robert A. Dixon, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

STARLENE M. RALBOVSKY
Notary Public

ACKNOWLEDGMENT

STATE OF Connecticut ) ss:
COUNTY OF Fairfield )

STARLENE M. RALBOVSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/06

On the 15 day of March, 2005, before me personally appeared Donald J. Hackman, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

STARLENE M. RALBOVSKY
Notary Public
## SCHEDULE 1

**TO**  

**ASSIGNMENT OF ALL RIGHTS AND INTEREST**

**Patent Property**

<table>
<thead>
<tr>
<th>Title: Method and Apparatus for Dynamized Spinal Stabilization</th>
<th>Filing Date: May 1, 2001</th>
<th>Date of Patent: November 11, 2003</th>
<th>Serial Number: US 6,645,207 B2</th>
</tr>
</thead>
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EXHIBIT B
To respective Letter Agreements with Robert Dixon, DO, FACOS and Donald J. Hackman
ASSIGNMENT OF ALL RIGHTS AND INTEREST

The undersigned (the “ASSIGNORS”) hold all of the rights and interests in and to (1) the registered trademarks, trade names, and servicemarks set forth on Schedule 1 attached hereto (“Trademark Property”), (2) all copyrights set forth on Schedule 2 attached hereto (“Copyright Property”), (3) all applications for registration of trademarks, trade names, servicemarks and copyrights set forth on Schedule 3 attached hereto (“Application Property”), and (4) the trade secrets, devices, know-how, processes of manufacture, methods and apparatus for use, and other confidential information relating in general to the Trademark Property, Copyright Property and Application Property (“Other Rights”).

The ASSIGNORS have entered into a Letter Agreement providing for all right, title and interest in said Trademark Property, Copyright Property, Application Property and Other Rights to be transferred and assigned to VERTEBRON Inc., a Delaware corporation having as its mailing address: 400 Long Beach Boulevard, Stratford, CT 06615 (hereinafter “ASSIGNEE”).

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNORS do hereby sell, assign and transfer unto ASSIGNEE all of their right, title and interest in and to the Trademark Property, Copyright Property, Application Property and Other Rights, the same to be held and enjoyed by ASSIGNEE for its own use and behalf and for its assignees, successors and legal representatives, to the full end of the terms for which any Trademark and/or Copyright registrations will or have been granted, or of the terms of any continuations or divisions thereof, as fully and entirely as the same would have been held by ASSIGNORS had this assignment and sale not been made.

ASSIGNORS agree to, and will, execute any and all additional documents which may be reasonably necessary in the opinion of counsel for ASSIGNEE to perfect the transfer of rights set forth herein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of, which together shall be deemed to be one and the same instrument.

[The remainder of this page has been left blank intentionally.]
IN WITNESS WHEREOF, the ASSIGNORS have subscribed this assignment as of March 16, 2005.

Robert Dixon, DO, FACOS

Donald J. Hackman

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield

STARLENE M. RALBOVSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/06

On the 15th day of March, 2005, before me personally appeared Robert A. Dixon, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

STARLENE M. RALBOVSKY
Notary Public

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Fairfield

STARLENE M. RALBOVSKY
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/06

On the 15th day of March, 2005, before me personally appeared Donald J. Hackman, to me known, who being by me duly sworn, did depose and say that he is the party named in and who executed the foregoing instrument; that he signed his name thereto on his own behalf freely and willingly.

STARLENE M. RALBOVSKY
Notary Public
SCHEDULE 1
TO
ASSIGNMENT OF ALL RIGHTS AND INTEREST

Trademark Property

[TO BE COMPLETED BY DR. DIXON & MR. HACKMAN]

<table>
<thead>
<tr>
<th>Title:</th>
<th>Attorney Docket Number:</th>
<th>Filing Date:</th>
<th>Serial Number (to be provided when available):</th>
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**SCHEDULE 2**

**TO**

**ASSIGNMENT OF ALL RIGHTS AND INTEREST**

Copyright Property

[TO BE COMPLETED BY DR. DIXON & MR. HACKMAN]

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<th>Title:</th>
<th>Attorney Number:</th>
<th>Docket</th>
<th>Filing Date:</th>
<th>Serial Number (to be provided when available):</th>
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SCHEDULE 3
TO
ASSIGNMENT OF ALL RIGHTS AND INTEREST

Application Property
(All applications for registration of trademarks, trade names, service marks and copyrights)

[TO BE COMPLETED BY DR. DIXON & MR. HACKMAN]

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<tr>
<th>Title</th>
<th>Attorney Number</th>
<th>Docket</th>
<th>Filing Date</th>
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PATENT
REEL: 025659 FRAME: 0527
ATTACHMENT 4

PRIOR CONSULTING AGREEMENT ASSOCIATED WITH 2005 AGREEMENT
EXHIBIT C

CONSULTING AGREEMENT

This agreement (the "Agreement") is made and entered into, as of March 15, 2005 (the "Effective Date"), by and between VERBERRON Inc., a Delaware corporation, having a place of business at 400 Long Beach Boulevard, Stratford, CT 06615 (hereinafter the "Company"), and Robert Dixon, DO, FACOS, an individual, having a place of business at 10577 Durham Place, Powell, OH 43065 (hereinafter the "Consultant").

RECITALS:

As a condition to a letter agreement between the Company and the Consultant of even date herewith (the "Letter Agreement"), the Company is engaging Consultant to provide the Services (as defined below) set forth in this Agreement and Consultant is accepting such engagement on the terms and conditions set forth herein.

The Company acknowledges that the Consultant has many years of experience in spinal surgery, developing his own ideas, patents and patent applications, alone and with others, and that the Company has no claims or ownership interest in any of these ideas, patents and patent applications, other than the Patents and other Assets acquired pursuant to the Letter Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the parties agree as follows:

1. Scope. During the term of this Agreement, the Consultant shall diligently and on a timely basis provide the advisory and consulting services to the Company set forth on Schedule A attached hereto (the "Services"). The Services shall be subject to change from time to time as Consultant and Company may agree in writing.

2. Consideration.

   (a) The total consideration to be provided to the Consultant by the Company for all of the Services provided by the Consultant during the Initial Term (as defined in Section 11 below), including five (5) days of consulting per year during the term of this agreement, and for the acquisition of certain Assets as defined in the Letter Agreement, shall be the tender of an executed Non-Qualified Stock Option Agreement, substantially in the form attached to the Letter Agreement as Exhibit C, for the acquisition by Consultant of up to Two Hundred Forty Thousand Eighty-Nine (240,089) shares of the Company’s common stock, $0.00001 par value per share, upon payment of an exercise price of One Cent ($0.01) per share, with such option vesting over three years (3) years, on the terms set forth in specific detail in and controlled by such agreement, and the payment of certain cash compensation as set forth in the Letter Agreement. In the event that there is any conflict between the terms for such options as set forth in this...
agreement or in the executed Non-Qualified Stock Option Agreement, the Non-Qualified Stock Option Agreement shall control. In the event that this Agreement is renewed for any Additional Term (as defined in Section 11 below), the Company and Consultant shall agree on the consideration for each such Additional Term. For the purposes of this Agreement a "day of consulting" shall be defined as a day during which Consultant is required to travel away from his office. In the event that more than five (5) days are required from Consultant during the term of this Agreement, each such excess day shall be compensated at the rate of One Thousand Dollars ($1,000.00) per day, said fee to be paid within sixty (60) days of the Company’s receipt of Consultant’s invoice for such excess days.

(b) It is expressly understood and agreed to by the parties that the foregoing consideration and the other consideration set forth in the Letter Agreement are collectively the entire compensation for all of the Consultant’s obligations and Services rendered by him thereunder and hereunder, and that under no circumstances shall any other consideration be due to Consultant.

3. Expenses. Except as set forth in Schedule A attached hereto, the Company shall not reimburse the Consultant for any out-of-pocket expenses incurred by him in the performance of the services hereunder, and the Consultant shall absorb all such expenses personally.

4. Meetings. During the course of this Agreement, Consultant shall meet with the Company on such dates and at such times as the Company may reasonably request, and at such locations as may be reasonably agreed-upon between Consultant and the Company. At such meetings, the Consultant shall discuss in detail the work being conducted in connection with this Agreement, the progress and results thereof, occurring since the date of the immediately preceding meeting, and Consultant’s plans for future work. During the term of this Agreement, the Consultant agrees to provide the Company with access to all persons assisting the Consultant with the foregoing work, and to all books, records or other documents relating to such work. In addition, the Consultant shall promptly advise the Company of all material developments as they occur with respect to the work provided for hereunder, and shall confer with the Company by telephone, from time to time, upon the Company’s reasonable request.

5. Confidentiality Non-Competition and Developments. As a condition to entering into this Agreement, Consultant agrees to execute and deliver to the Company the Company’s current form of Non-Disclosure, Non-Competition and Developments Agreement attached hereto as Exhibit 1. Consultant agrees not to disclose any Confidential Information (as defined in the Non-Disclosure, Non-Competition and Developments Agreement) to any third party (i) without the prior written consent of the Company, and (ii) unless such third party executes a Confidentiality Agreement with the Company satisfactory to the Company.

6. Records. The Consultant shall keep complete, accurate and authentic accounts, notes, data and records of the work performed under this Agreement, and shall
provide the Company with quarterly written reports. The Company shall further have the 
right to inspect and make copies of such accounts, notes, data and records at reasonable 
times and at the reasonable convenience of the Consultant. All written reports referred to 
in this Section 6 shall be prepared by or under the supervision of the Consultant.

7. **Names.** No party hereto will use the name of the other party or its 
employees in any advertisement, press release or publicity without the prior written 
approval of the other party.

8. **No Licenses.** It is expressly understood and agreed that the Company 
may furnish samples of the Company’s products to the Consultant to be used in 
connection with the provision of Consultant’s Services under this Agreement. These 
products are the subject of numerous patents and patent applications held by the 
Company, and Consultant agrees that no right to make, use or sell any of these products 
is granted to the Consultant, except for their use in connection with the provision of 
Consultant’s Services under this Agreement.

9. **Indemnification.** The Consultant agrees to indemnify and hold the 
Company, its employees, agents, successors or assigns harmless from and against all loss, 
costs, damages, liabilities, or expenses by reason of any liability imposed by law or in 
equity upon the Company resulting from injuries to persons or damages to property, 
provided such injuries to persons or damages to property are as a result of negligent acts 
of Consultant or his employees or agents.

Company agrees to indemnify and hold the Consultant, his heirs, executors or 
assigns, harmless from and against all loss, costs, damages, liabilities, or expenses by 
reason of any liability imposed by law or in equity upon the Consultant resulting from 
injuries to persons or damages to property, provided such injuries to persons or damages 
to property are as a result of negligent acts of Company, its employees or agents.

10. **Authority.** The Consultant hereby represents and warrants that:

(a) Consultant has full right, power and authority to enter into and be 
bound by all the terms and conditions of this Agreement, to transfer all of the rights and 
to carry out all of the obligations under this Agreement, without the approval or consent 
of any other person or entity;

(b) Consultant’s entering into this Agreement, transferring of rights 
and carrying out of Consultant’s obligations under this Agreement is not prohibited, 
restricted or otherwise limited by any contract, agreement or understanding entered into 
by Consultant, or by which Consultant is bound, with any other person, governmental 
authority or entity;

(c) there is no contract, agreement, understanding or judgment entered 
into, or by which Consultant is bound, which if enforced, terminated or modified, would
be in derogation of, contrary to, or adversely affect any of the rights acquired or to be acquired hereunder by the Company; and

(d) There is no action, suit, proceeding, or investigation pending or currently threatened against Consultant, which, if adversely determined, would restrict or limit Consultant’s right to enter into and be bound by this Agreement, transfer any of Consultant’s rights or carry out any of Consultant’s obligations under this Agreement.

11. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue until and shall terminate on March 14, 2008 (the “Initial Term”), unless terminated sooner in accordance with this Section 11. This Agreement shall automatically renew for successive one-year periods (each an “Additional Term,” and with the Initial Term and any prior Additional Terms, the “Term”), unless the Company or Consultant gives written notice of the intention not to renew at least thirty (30) days prior to the end of the Initial Term or of any Additional Term. This Agreement shall terminate earlier in the event of, and upon, the death of the Consultant, and may also be terminated earlier in the following manner:

(a) By mutual written agreement, written and executed and delivered to all the parties hereto;

(b) At the option of the Company, in the event that the Consultant commits a material breach or default of this Agreement, upon delivery of written notice to the Consultant;

(c) At the option of the Consultant, in the event that the Company commits a material breach or default of this Agreement, upon delivery of written notice to the Company;

(d) Without cause, upon thirty (30) days prior written notice to the Consultant, at the Company’s sole discretion;

(e) Immediately in the event that the Consultant is indicted for a felony or charged with a crime involving moral turpitude, or shall be determined by the Company to be guilty of fraud or dishonesty in connection with the performance of Consultant’s duties hereunder, or to have engaged in gross negligence or willful misconduct that had a material adverse effect on the Company, its reputation or its relationship with its customers, suppliers, executives, lenders or investors.

12. **Applicable Law.** This Agreement shall be governed by the laws of the State of Connecticut.

13. **No Oral Modification.** No changes, modifications, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
14. **Exclusivity.** During the term of this Agreement, the Consultant shall not, directly or indirectly, assist or provide any service concerning any project or matter competitive with any project or matter for which Services as assigned are rendered by the Consultant to the Company under this Agreement with respect to pedicle screw systems, cervical plates, allograft, inter body spacers, motion preservation devices or any other project or matter which the Consultant and Company agree upon in writing to any competitor of the Company, including, without limitation, any of the following companies or their affiliates: Medtronic/Sofamor Danek; Stryker Corporation; Synthes Corporation; Blackstone Corporation; Abbott Spine, Inc; Johnson & Johnson DePuy Spine; Globus, K2 Medical, and Zimmer Spinetech, Inc.

This Agreement shall not impose any obligations of exclusivity upon the Company.

15. **Independent Contractor.** In the performance of all services hereunder, the Consultant shall be deemed to be and shall act as an independent contractor, and, as such, the Consultant shall not be entitled to any benefits or rights applicable to employees of the Company. The Consultant expressly acknowledges and agrees that the Company shall not pay or withhold from the compensation paid pursuant to this Agreement any sums customarily paid or withheld on behalf of the Company's including, without limitation, income tax, social security tax and workers' compensation insurance. Neither the Consultant nor the Company is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or the conduct of the other.

16. **Survivorship.** The obligations of the parties pursuant to Sections 5, 6, 7, 8, 9, 10, 12 and 17 shall survive the termination of this Agreement.

17. **Notice.** Any notice or demand to be given or made under this Agreement shall be in writing and shall be deemed effectively given when sent to the addresses noted below: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient upon sending; if not sent during normal business hours of the recipient, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Consultant:

Robert Dixon, DO, FACOS  
10577 Durham Pl.  
Powell, OH 43065  
Telephone: (614) 793-0706  
Facsimile: (614) 734-5001
VERTEBRON:

VERTEBRON INC.
400 Long Beach Boulevard
Stratford, CT 06615
Telephone: (203) 380-9340
Facsimile: (203) 380-9346
e-mail: haffifi@vertebrnon.com
Attention: President

with a copy (which shall not be considered notice) to:

Cooper Law LLC
205 Church Street, Suite 307
New Haven, Connecticut 06510
Tel.: (203) 497-9969
Fax: (203) 497-9989
e-mail: icooper@cooperlaw.net
Attention: Isaiah D. Cooper, Esq.

[The remainder of this page has been left blank. Signatures on next page.]
IN WITNESS WHEREOF, the parties have duly executed this Consulting Agreement as of the day and year first written above.

COMPANY:

VERTEBRON Inc.

Hosam Affifi, President
(duly authorized) 4/6/05

CONSULTANT:

Robert Dixon, DO, FACOS
SCHEDULE A

Detailed description of Consultant’s expected services, duties and obligations.

Consultant shall provide Company with Services for five (5) days per year, counting for this purpose only such days on which Consultant is out of Consultant’s normal office on account of travel or meetings undertaken for or on behalf of Company. In the event that more than five (5) days are required from Consultant during the Initial Term or any Additional Term of this Agreement, each such excess day shall be compensated at the rate of One Thousand Dollars ($1,000.00) per day, said fee to be paid within sixty (60) days of the Company’s receipt of Consultant’s invoice for such excess days. In addition, Consultant may be required to act as a host for another spinal surgeon including (i) introducing such spinal surgeon to the appropriate persons at the Consultant’s home institution, (ii) helping to arrange for such spinal surgeon to receive VERTEBRON product training and product demonstrations, and (iii) hosting such spinal surgeon for one or more meals during his or her visit. Days on which Consultant provides such hosting services will not be included in or counted toward the number of days on which Consultant is engaged hereunder. However, Consultant will be reimbursed up to Two Hundred Fifty Dollars ($250.00) per day to the extent that Consultant pays for meals for himself and any such spinal surgeon which Consultant takes with the guest spinal surgeon on such days, upon submission of documentation for such expenses.

In connection with Consultant’s services provided hereunder, Consultant shall work on the following:

- The development of products based on the Patents acquired by the Company pursuant to the Letter Agreement and such other projects as Company and Consultant shall agree upon in writing, and in connection therewith to undertake the following:
- Product design & development
  1. Initial Concept
  2. Iterative Design Cycles
  3. Saw bone & Cadaver Evaluation & Validation
  4. IDE Studies
- Clinical studies and publishing
- Sales force Education and training:
  1. Participate as a mentor in specific sections of field training
  2. Provide materials, including but not limited to radiographs, CT scans, MRIs, patient histories, for purposes of educating in-house and field sales personnel
  3. Participate in creation of specific educational materials.
- Surgeon Education
  1. Allow visiting surgeons to observe product usage at his hospital
3. Participate in surgeon education forums both in USA and internationally
4. Participate in “live surgery” tutorials and center of excellence programs.
5. Present publications at industry tradeshows
6. Scheduled availability at booth for specific time periods at industry trade shows

• Promotional
1. Participate in creation of corporate and product video pieces.
2. Participate in creation of corporate and product print pieces.
3. Surgeon champion specific product lines.
EXHIBIT 1
To Consulting Agreement

Non-Disclosure, Non-Competition and Developments Agreement

This agreement (the "Agreement") is made and entered into, as of March 15, 2005, by and between VERTEBRON Inc., a Delaware corporation, having a place of business at 400 Long Beach Boulevard, Stratford, CT 06615 (the "Company"), and Robert Dixon, an individual, having a place of business at 10577 Durham Place, Powell, OH 43065 hereinafter the "Consultant").

This Agreement is entered into in connection with the Consulting Agreement and Nonqualified Stock Option Agreement (collectively, the "Engagement Agreement") that the Company and Consultant are entering into on this date, pursuant to which the Company is engaging the Consultant to provide certain services to the Company as an independent contractor.

The Company acknowledges that the Consultant has many years of experience in spinal surgery, developing his own ideas, patents and patent applications, alone and with others, and that the Company has no claims or ownership interest in any of those ideas, patents and patent applications, other than the Patents and other Assets acquired pursuant to the Letter Agreement.

As a condition to, and pursuant to the terms of the Engagement Agreement, Company and Consultant are entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the parties agree as follows:

AGREEMENT

1. Confidential Information. Consultant agrees to hold the Company's confidential information in strict confidence and secrecy, and shall not disclose to any person, any such confidential information to any other party(s) except as is required to fulfill Consultant's obligations to the Company under the Engagement Agreement.

   a. For purposes of this section, the term "confidential information" shall mean any information concerning the Company which the Consultant receives from the Company in connection with the Services Consultant is providing under the the Consulting Agreement, including without limitation the contents, structure and functionality of the Company's technology, developments, products, patents and patent applications, trade secrets, client lists, client contracts, business plans, financial statements and projections, clients and potential clients, personnel acquisition plans and all other information pertaining to the business of the Company or any affiliate of the Company; provided, however, that "confidential information" shall not include the following:
any information that is or becomes generally available to the public other than as a result of a disclosure by the Consultant,

(ii) any information in the possession of the Consultant prior to disclosure of such information to the Consultant by the Company, its representatives or its agents, as evidenced by the Consultant’s pre-dated documentation, or

(iii) any information that becomes available to the Consultant from a source, other than the Company, its representatives or its agents, not subject to an obligation of confidentiality.

The parties agree that confidential information need not be marked as such in order to be protected hereunder, and that all information disclosed by the Company will be presumed to be confidential information by the Consultant.

2. **Non Use.** The Consultant agrees that all confidential information disclosed by the Company shall be used solely for the purpose of Consultant fulfilling his obligations to the Company under the Engagement Agreement, and shall not be used for the benefit of any other party or in any way adverse to the interests of the Company.

3. **Non-circumvention.** With respect to the business plans of the Company, its affiliates, clients and potential clients ("Plans"), the Consultant agrees not to pursue any investment, consulting, banking, advisory, employment, or other business opportunities ("Transactions") contained in or relating to such Plans without written consent of the Company. The Consultant further agrees not to pursue any Transactions, whether or not relating to Plans, in conjunction with any investors, brokers, bankers or other third parties including potential employees or business partners introduced to the Consultant by the Company, without written consent of the Company.

4. **Return or Destruction.** Consultant shall deliver promptly to the Company upon the termination of Consultant’s engagement, whether such termination is with or without cause, or at any other time during Consultant’s engagement at the Company’s request, without retaining any copies, notes or excerpts thereof, all memoranda, diaries, notes, records, plats, formulae, designs, sketches, plans, drawings, customer lists, cost information, specifications or other documents relating, directly or indirectly, to any Confidential Information made or compiled by, or delivered or made available to, or otherwise obtained by Consultant or, at the request of the Company, provide certification satisfactory to the Company concerning the Consultant’s destruction of all of such items.

5. **Inventions, Developments and Discoveries.** Any and all inventions, developments and discoveries, whether or not patentable or copyrightable, which Consultant may conceive or make, either alone or in conjunction with others, during the period of his engagement by the Company, directly relating or pertaining to or connected with the Services which the Consultant performed for the Company, regardless of whether any such invention, development or discovery relates or pertains directly to the business of
the Company at the time of such invention, development or discovery's conception or reduction to practice, and regardless of whether such invention, development or discovery is developed using the Company's equipment or funds during the hours of Consultant's engagement, shall be the sole and exclusive property of the Company.

a. Consultant shall, at the Company's request, without further compensation or consideration, but at the sole expense of the Company, (i) promptly execute and assign any and all applications, registrations, assignments and other instruments which the Company shall deem necessary in order to assign and convey to the Company, or to the Company's nominee, the sole and exclusive right, title and interest in and to all such inventions and discoveries or any letters of patents or copyright registrations or applications therefor, (ii) as promptly as known or possessed by Consultant, disclose to the Company all information with respect to such inventions and discoveries, and (iii) deliver to the Company any and all information known to Consultant, whether such information constitutes evidence for interference purposes or other legal proceedings and testify in any legal proceedings covering such information.

b. Any and all inventions and developments discovered, made by or created by Consultant, prior to Consultant's engagement by the Company, are specifically excluded from the above obligation.

c. If Consultant shall be assigned by the Company to create any literary or artistic property (including software, flow charts and other materials relating to computer programs), the resulting property shall be considered a "work for hire," and Consultant shall execute all documents necessary to perfect title in the Company.

d. At any time if Consultant shall be required to perform any acts on behalf of the Company pursuant to this Section 5 after termination of Consultant's engagement (i.e., the giving of testimony or consultation with counsel), the Company shall compensate Consultant therefor at the higher of a rate equivalent to that received by Consultant while he was employed by the Company or Consultant’s then current wages. All expenses reasonably incurred by Consultant shall be reimbursed by the Company.

e. From time to time, the Company may in its sole discretion and at its sole election, adopt a program to provide additional recognition to employees for inventions and developments discovered or created by its employees. Such programs shall not modify the obligations set forth herein on a case-by-case basis.

f. If Consultant shall conceive of an invention or discovery which he or she reasonably believes is outside the scope of this Agreement, he or she may request that the Company confirm that such invention or discovery is not within the scope of this Agreement. If Consultant shall conceive of an invention or discovery which is not being, or planned to be, exploited by the Company but which relates to the subject matter hereof, such Consultant may request a release, subject to a royalty-free reserved license to the Company, of such invention or discovery for promotion by Consultant independently of the Company.
6. **Noncompetition and Nonsolicitation.**

   a. **Term.** During the Term of Consultant's engagement by the Company, Consultant shall serve the Company faithfully and diligently and shall devote his best efforts, attention, energies and skill to the affairs of the Company.

   b. **Post-Termination.** Until the later of the end of (i) a period of two (2) years after termination or cessation of Consultant's engagement by the Company, and (ii) any time period thereafter during which Consultant is receiving continued payment from the Company, in cash or in equity, other than dividends, distributions or stock splits, Consultant agrees that he will not: (a) engage in, manage, operate, consult, control or supervise, or participate in the management, operation, control or supervision of, or provide consultation to, any business or entity which competes with the Company or will or has plans to thereafter compete with the Company with respect to pedicle screw systems, cervical plates, allograft, carbon fiber/peek spacers, any products developed in connection with the Patents, and any other project or matter with respect to which the Consultant provides services to the Company during the Term of Consultant's engagement by the Company; or (b) have any ownership or financial interest, directly or indirectly, in any entity which competes with the Company or has a specific business plan to immediately thereafter compete with the Company with respect to pedicle screw systems, cervical plates, allograft, carbon fiber/peek spacers, and any other project or matter with respect to which the Consultant provides services to the Company during the Term of Consultant's engagement by the Company, including, without limitation, serving as an individual, partner, officer, director, employee, principal, agent, consultant or shareholder (other than as a shareholder of a publicly-traded corporation in which Consultant owns less than one percent (1%) of the outstanding shares of such corporation), (c) on his own behalf or on behalf of any other person or entity, directly or indirectly call on any customers or suppliers of the Company for the purpose of developing or selling products or services to any customers or with any suppliers of the Company that are competitive with those provided or sold by the Company, or (d) directly or indirectly contact, solicit, interfere with or attempt to entice in any form, fashion or manner any employee of the Company, (I) for the purpose of inducing that employee to work with or for Consultant (or with a person or business entity with which Consultant is affiliated); or (II) to terminate his or her employment with the Company.

7. **Customer Information.** Each of the obligations of Consultant set forth in this Agreement shall also apply with respect to confidential information of customers, contractors and others with whom the Company has a business relationship, whether learned or acquired by Consultant during the course of his engagement by the Company.

8. **Remedies.** The parties hereto hereby agree that if the Consultant violates any of the provisions of this Agreement, it would be difficult to determine the entire cost, damage or injury which the Company or any affiliate of the Company would sustain. Accordingly, the Consultant acknowledges that if it violates any of the provisions of this Agreement, the Company and its affiliates may have no adequate remedy at law. In that event, the Company and its affiliates shall have the right, in addition to any other rights
that may be available to them, to obtain in any court of competent jurisdiction injunctive relief to restrain any violation or threatened violation by the Consultant of any provision of this Agreement or to compel specific performance by the Consultant of one or more of his obligations under this Agreement.

9. Term. The Consultant's obligations under this Agreement shall be binding upon the Consultant both during the Consultant's engagement by the Company and thereafter.

10. Miscellaneous.

a. Severability and Reformation of Covenants. The Consultant acknowledges that the covenants contained herein are reasonable in scope and in all other respects. If any court determines that any of such covenants, or any part thereof, are unenforceable, then (a) the remainder of such covenants shall not be affected by such determination and (b) those of such covenants that are determined to be unenforceable because of the duration or scope thereof shall be reformed by the court to the extent required to reduce their duration or scope so as to render the same enforceable against the Consultant.

b. Subsidiaries. The Company is understood to include any company or subsidiary which may be formed or acquired by the Company. The term "subsidiary" as used in this Agreement shall mean any corporation, partnership, joint venture or other type of business organization or arrangement in which the Company now or hereafter, directly or indirectly, controls or owns at least a fifty percent (50%) interest.

c. Binding. This Agreement shall be binding upon Consultant, and, except as regards personal services, his heirs, personal representatives, executors and administrators, and it shall be binding upon and inure to the benefit of the Company, its successors and assigns.

d. Waivers. No delay or omission by the Company in exercising any of their rights under this Agreement shall operate as a waiver of that or any other right. A waiver by the Company on any one occasion of any particular right shall be effective only in that particular instance and shall not be construed as a waiver of that or any other right on any other occasion.

e. Amendment of this Agreement. This Agreement may only be amended by a written agreement that is executed by the Company and the Consultant.

f. Headings For Convenience Only. The headings contained in this Agreement are intended solely for the convenience of the parties to this Agreement and shall not affect their rights.

g. Entire Agreement; Assignment. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof. This Agreement and all of the
provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

h. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, regardless of the laws that might otherwise govern under applicable principles of conflicts-of-laws thereof. The parties agree that any dispute hereunder shall be adjudicated in a state or federal court located in the State of Connecticut.

i. Notice. Any notice or demand to be given or made under this Agreement shall be in writing and shall be deemed effectively given when sent to the addresses noted below: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient upon sending; if not sent during normal business hours of the recipient, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Consultant:

Robert Dixon, DO, FACOS
10577 Durham Place
Powell, OH 43065

Telephone: (614) 793-0706
Facsimile: (614) 734-5001
e-mail: rdxion@Columbus.rr.com

VERTEBRON:

VERTEBRON INC.
400 Long Beach Boulevard
Stratford, CT 06615
Telephone: (203) 380-9340
Facsimile: (203) 380-9346
e-mail: hafifi@vertebron.com
Attention: President

with a copy (which shall not constitute notice hereunder) to:

Cooper Law LLC
205 Church Street, Suite 307
New Haven, Connecticut 06510
Tel.: (203) 497-9969
Fax: (203) 497-9989
e-mail: icooper@cooperlaw.net
Attention: Isaiah D. Cooper, Esq.

[The remainder of this page has been left blank. Signatures on next page.]
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

VERTEBRON Inc.

Signature: ________________________________
Name: Hosam Afifi
Title: President
4/16/05

Consultant:

Signature: ________________________________
Print Name: Robert Dixon, DO, FACOS
ATTACHMENT 5

NON-QUALIFIED STOCK OPTION AGREEMENT
EXHIBIT FROM PRIOR AGREEMENT
EXHIBIT D

VERTEBRON Inc.

NON-QUALIFIED STOCK OPTION AGREEMENT

VERTEBRON Inc., a Delaware corporation (the "Company"), hereby grants as of March 15, 2005 (the "Grant Date"), to Robert Dixon, DO, FACOS (the "Optionee"), an option to purchase up to Two Hundred Forty Thousand Eighty-Nine (240,089) shares (the "Option Shares") of the Company’s Common Stock, $0.00001 par value per share (the "Common Stock"), upon payment of the exercise price of One Cent ($0.01) per share (the "Option"), on the following terms and conditions. This Option is granted as a condition of the Letter Agreement and Consulting Agreement of even date herewith between the Company and the Optionee. Subject to the vesting provisions set forth in Section 3 of this Option Agreement, upon the Grant Date, the Option may be exercised for zero shares, and, at the end of business in each successive month after the Grant Date, the Optionee shall have the right to acquire an additional Six Thousand Six Hundred Sixty-Nine (6,669) shares (i.e. 6,669 shares on April 15, 2005, a total of 13,338 shares on May 15, 2005, and a total of 20,007 shares on June 15, 2005, etc.). This grant is designed to provide Optionee with a grant of an option to acquire one percent (1%) of the Company’s outstanding shares. In the event that the Company issues additional shares of its stock between the Grant Date and the third anniversary of such date, other than in connection with the exercise of or issuance of any interest issued to an employee, consultant or strategic partner under the Company’s 2003 Long-Term Incentive Plan (the "Plan"), this Option shall be adjusted so that the number of Option Shares is increased in order maintain Optionee’s ability to acquire one percent (1%) of the Company’s outstanding shares after, and in consideration of, such issuance of additional shares.

1. Grant Under 2003 Long-Term Incentive Plan. (a) This Option is granted pursuant to and is governed by and subject to the Plan, the terms and conditions of which are incorporated herein by this reference. Unless the context otherwise requires, terms used herein shall have the same meaning as in the Plan. Determinations made pursuant to the Plan in connection with this Option shall be governed by the Plan as it exists on the date of this option agreement ("Agreement").

(b) The granting of this Option shall be subject to receipt by the Company of the Company’s current form of Non-Disclosure, Non-Competition and Developments Agreement, executed and delivered by the Optionee.

2. Grant as Non-Qualified Option; Other Options. This Option is intended to be a Non-Qualified Option; it is not intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986 (the "Code"). This Option is in addition to any other options heretofore or hereafter granted to the Optionee by the Company, but a duplicate original of this instrument shall not effect the grant of another option.

(a) Exercise Term. Except as otherwise provided in this Agreement, and subject to all other terms and conditions of this Agreement, this Option may be exercised prior to the tenth anniversary of the Grant Date (hereinafter the “Expiration Date”).

The right of exercise shall be cumulative so that if the Option is not exercised to the maximum extent permissible as of an applicable date, it shall be exercisable, in whole or in part, with respect to all shares not so purchased at any time prior to the Expiration Date or the earlier termination of this Option. Notwithstanding any other provision of this Agreement or the Plan, this Option may not be exercised at any time on or after the Expiration Date.

(b) Method of Exercise. Subject to the terms and conditions set forth in this Agreement, this Option shall be exercised by the Optionee’s delivery of written notice of exercise to the Company, specifying the number of shares to be purchased and the aggregate exercise price to be paid therefor and accompanied by payment in full in accordance with Section 4 hereof. Such exercise shall be effective upon receipt by the Company of such written notice together with the required payment. Payment will be received subject to collection. The Optionee may purchase less than the number of shares covered hereby, provided that no partial exercise of this Option may be for any fractional share or for fewer than Five Thousand (5,000) whole shares.

(c) Exercise Period Upon Death or Disability. If the Optionee is a natural person who dies or becomes Permanently Disabled (as defined below), this Option shall be exercisable (but in no event after the Expiration Date), by the Optionee, by the Optionee’s personal representative or conservator, or by the person to whom this Option is transferred by will or by the laws of descent and distribution; provided, however, that this Option shall be exercisable only to the extent that this Option was exercisable by the Optionee on the date of his or her death or disability, unless the Company elects, in its sole discretion, to accelerate the vesting of the Option in any of such circumstances. Except as otherwise indicated by the context, the term “Optionee,” as used in this Agreement, shall include the estate of the Optionee, the Optionee’s personal representative, or any other person who acquires the right to exercise this Option by bequest or inheritance or otherwise by reason of the death of the Optionee or by reason of the Optionee’s disability or incapacity. The Optionee shall be considered to be “Permanently Disabled” if the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

4. Payment of Exercise Price. (a) Payment of the exercise price for shares purchased upon exercise of this Option shall be made in any of the following ways: (i) by delivery to the Company of cash or wire transfer or a check payable to the order of the Company in an amount equal to the exercise price per share as hereinabove
set forth times the number of shares so purchased (the “exercise price”); (ii) by delivery of a recourse promissory note of the Optionee in the amount of the exercise price, bearing interest payable not less than annually at the applicable Federal rate as defined in Section 1274(d) of the Code and otherwise payable on such terms as are specified by the Board in its sole discretion; (iii) by delivery to the Company of shares of Common Stock of the Company already owned by the Optionee having a fair market value determined by the Board to be equal in amount to the exercise price; provided, however, that such shares have been held by the Optionee for more than six (6) months if they were acquired under the Plan; (iv) if the Company’s Common Stock is publicly traded, by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the exercise price; provided, that in the event the Optionee chooses to pay the exercise price in this manner, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Board shall prescribe as a condition of such payment procedure; or (v) by any combination of the above methods of payment.

(b) If, at the time shares of Common Stock are tendered in payment of the option exercise price, the Company’s Common Stock is publicly traded, “fair market value” shall be determined as of the date of such tender or, if the prices or quotes discussed in this sentence are unavailable for such date, the last business day for which such prices or quotes are available prior to the date such shares of Common Stock are tendered and shall mean (i) the average (on that date) of the high and low prices of the Common Stock on the principal national securities exchange on which the Common Stock is traded, if the Common Stock is then traded on a national securities exchange; or (ii) the last reported sale price (on that date) of the Common Stock on the Nasdaq National Market, if the Common Stock is not then traded on a national securities exchange; or (iii) the average of the closing bid and asked prices last quoted (on that date) by an established quotation service for over-the-counter securities, if the Common Stock is not reported on the Nasdaq National Market. However, if the Common Stock is not publicly traded at the time such “fair market value” shall be deemed to be the fair value of the Common Stock as determined by the Board of Directors after taking into consideration all factors which it deems appropriate, including, without limitation, recent sale and offer prices of the Company’s capital stock in private transactions negotiated at arm’s length. Unless a recognized market value is available, the fair market value of any other non-cash consideration which may be delivered to the Company in exercise of this Option shall be determined in good faith by the Board of Directors of the Company.

5. Delivery of Shares.

(a) General. The Company shall, upon payment of the aggregate exercise price for the number of shares for which the Option is being exercised, make prompt delivery of a certificate for such shares to the Optionee; provided, however, that if any law or regulation requires the Company to take any action with respect to such shares before the issuance thereof, then the date of delivery of such certificate shall be extended for the period necessary to complete such action.
(b) **Listing, Registration, Qualification, Etc.** This Option shall be subject to the requirement that if, at any time, counsel to the Company shall determine that the listing, registration or qualification of the shares subject hereto upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, or that the disclosure of non-public information or the satisfaction of any other condition is necessary as a condition of, or in connection with, the issuance or purchase of shares hereunder, this Option may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval, disclosure or satisfaction of such other condition shall have been effected or obtained on terms acceptable to the Board of Directors of the Company. Nothing herein shall be deemed to require the Company to apply for, effect or obtain such listing, registration, qualification, or disclosure, or to satisfy such other condition.

6. **Nontransferability of Option.** Except as provided in subsection (c) of Section 3 hereof, this Option is personal and no rights granted hereunder may be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) nor shall any such rights be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of such rights contrary to the provisions hereof, or upon the levy of any attachment or similar process upon this Option or such rights, this Option and such rights shall, at the election of the Company, become null and void.

7. **No Special Employment or Other Rights.** Nothing contained in the Plan or this Agreement shall be construed or deemed by any person under any circumstances to obligate the Company to continue any employment or other business relationship with the Optionee for any period.

8. **Rights as a Shareholder.** The Optionee shall have no rights as a shareholder with respect to any shares which may be purchased by exercise of this Option (including, without limitation, any rights to vote or to receive dividends or other distributions with respect to such shares) unless and until Optionee fulfills the requirements for exercise provided in Section 3(b) and the Company collects on the funds tendered. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

9. **Adjustment Provisions.**

   (a) **General.** If through, or as a result of, any merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, (i) the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Common Stock or other securities, the Optionee shall, with respect to this Option or any
unexercised portion hereof, be entitled to the rights and benefits, and be subject to the limitations, set forth in Section V of the Plan.

(b) **Board Authority to Make Adjustments.** Any adjustments under this Section 9 shall be made by the Board of Directors of the Company, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional shares will be issued with respect to this Option on account of any such adjustments.

10. **Mergers, Consolidations, Asset Sales, Liquidations, Etc.** (a) In the event of a consolidation or merger or sale of all or substantially all of the assets of the Company in which outstanding shares of Common Stock are exchanged for securities, cash or other property of any other corporation or business entity, or in the event of the liquidation of the Company, prior to the Expiration Date or other termination of this Option, the Optionee shall, with respect to this Option or any unexercised portion hereof, be entitled to the rights and benefits, and be subject to the limitations, set forth in Section VI of the Plan.

(b) **Acceleration of Vesting.** Upon a Change of Control (as defined below), other than a Change of Control between the Company and any entity the majority of the outstanding shares of capital stock of which are owned by the Company or any entity controlling, controlled by, or under common control with the Company, prior to the Expiration Date or termination of this Option, this Option shall, with respect to any unexercisable or unvested portion hereof, become exercisable as to one hundred percent (100%) of such unexercisable or unvested portion effective immediately prior to the Change of Control, except, and to the extent that such acceleration would preclude the Company from accounting for such Change of Control as a “pooling of interests” under APB Opinion No. 16 if the Company desires to so account for such Change of Control.

(c) **Change of Control.** For the purposes of this Section 10, a “**Change of Control**” means any one of the following: (i) the closing of the sale of all or substantially all of the Company’s assets as an entirety to any person or related group of persons; (ii) the merger or consolidation of the Company with or into another corporation or entity or the merger or consolidation of another corporation or entity with or into the Company, in either case with the effect that immediately after such transaction the stockholders of the Company immediately prior to such transaction hold less than a majority in interest of the total voting power of the outstanding voting securities of the entity surviving such merger or consolidation; or (iii) the closing of a transaction pursuant to which beneficial ownership of more than 50% of the Company’s outstanding Common Stock (assuming the issuance of Common Stock upon conversion or exercise of all then exercisable conversion or purchase rights of holders of outstanding convertible securities, options, warrants, exchange rights and other rights to acquire Common Stock) is transferred to a single person or entity, or a “group” (within the meaning of Rule 13d-5(b)(1) under the Securities Exchange Act of 1934) of persons or entities, in a single transaction or a series of related transactions.
11. **Withholding of Taxes.** The Company’s obligation to deliver shares upon the exercise of this Option shall be subject to the Optionee’s satisfaction of all applicable federal, state and local income and employment tax withholding requirements as described in Section VII of the Plan. At the Company’s discretion, and to the extent permitted by the Plan, the amount required to be withheld may be withheld in cash from such wages, if applicable, or otherwise as may be permitted under the Plan. The Optionee further agrees that, if the Company does not withold an amount from the Optionee’s wages sufficient to satisfy the Company’s withholding obligation or if such obligation is not otherwise satisfied, as determined by the Company, the Optionee will reimburse the Company on demand, in cash, for the amount of such taxes. In the event that the Company’s withholding obligation is not satisfied under this Section 11, the Company may withhold the certificate for any shares due to Optionee upon exercise of this Option until such withholding obligation is satisfied.

12. **Investment Representations, Warranties and Covenants; Legends.**

(a) **Representations.** The Optionee represents, warrants and covenants that:

(i) Any shares purchased upon exercise of this Option shall be acquired for the Optionee’s account for investment only and not with a view to, or for sale in connection with, any distribution of the shares in violation of the Securities Act of 1933 (the “Securities Act”) or any rule or regulation under the Securities Act.

(ii) The Optionee has had such opportunity as he or she has deemed adequate to obtain from representatives of the Company such information as is necessary to permit the Optionee to evaluate the merits and risks of his or her investment in the Company.

(iii) The Optionee is able to bear the economic risk of holding shares acquired pursuant to the exercise of this Option for an indefinite period.

(iv) The Optionee understands that (A) the shares acquired pursuant to the exercise of this Option will not be registered under the Securities Act and are “restricted securities” within the meaning of Rule 144 under the Securities Act; (B) such shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act and any applicable state securities statutes or exemptions from such registration are then available; (C) in any event, an exemption from registration under Rule 144 or otherwise under the Securities Act may not be available for at least two years and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public and other terms and conditions of Rule 144 are complied with; and (D) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register any shares acquired pursuant to the exercise of this Option under the Securities Act.
(v) The Optionee's principal residence is at the address set forth below on the signature page. The Optionee shall promptly notify the Company of any change in the Optionee's principal residence.

By making payment upon any exercise of this Option, in whole or in part, the Optionee shall be deemed to have reaffirmed, as of the date of such payment, the representations made in this Section 12.

(b) **Legends on Stock Certificates.** All stock certificates representing shares of Common Stock issued to the Optionee upon exercise of this Option shall have affixed thereto legends substantially in the following forms:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND CERTAIN OTHER AGREEMENTS SET FORTH IN A NON-QUALIFIED STOCK OPTION AGREEMENT BETWEEN VERTEBRON INC. AND THE ORIGINAL HOLDER HEREOF, AND BY VERTEBRON INC.'S 2003 LONG-TERM INCENTIVE PLAN, COPIES OF WHICH WILL BE FURNISHED BY VERTEBRON INC. UPON REQUEST.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED IN THE ABSENCE OF EITHER AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION.

13. **Execution of Shareholders' Agreement as Condition of Exercise.** Certain shareholders of the Company have entered into a certain agreement dated March 14, 2003, imposing certain restrictions on the outstanding shares of Common Stock of the Company and regulating certain aspects of the relationships among the shareholders and between the Company and each of the shareholders (the "Shareholders' Agreement"). As a condition to any exercise of this Option, the Optionee shall become a party to the Shareholders’ Agreement, as amended, or any substitute agreement among the shareholders as then in effect, and shall execute such agreement as a shareholder. Promptly upon receipt by the Company of the written notice and payment provided for in Section 3(b) hereof, the Company shall cause the Optionee to be provided with a copy of the latest version of the Shareholders’ Agreement, and shall arrange for the Optionee’s execution of an original counterpart thereof. Upon the Optionee's execution of such agreement, subject to all other terms and conditions of this Agreement, the Optionee’s option exercise shall be effective. If the Optionee refuses to execute such agreement, the Company shall cause the aforesaid payment to be returned to the Optionee, and the Optionee’s attempted option exercise shall be null and void and without effect.
14. **Miscellaneous.**

(a) Except as otherwise expressly provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Optionee.

(b) Any notice or demand to be given or made hereunder shall be in writing and shall be deemed effectively given to the parties at their respective addresses set forth beneath their names below or at such other address as may be designated in a notice by either party to the other conforming to this subsection: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile or confirmed e-mail if sent during normal business hours of the recipient upon sending; if not sent during normal business hours of the recipient, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

(c) Any reference in this Agreement to a Section of the Code shall refer to that Section as it reads as of the date of this Agreement and as it may be amended from time to time, and to any successor provision.

(d) Each provision of this Agreement shall be considered separable. The invalidity or unenforceability of any provision shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(e) Sections 12, 13 and 14 hereof shall survive any termination of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut.

(g) The failure of the Company or the Optionee to insist upon strict performance of any provision hereunder, irrespective of the length of time for which such failure continues, shall not be deemed a waiver of such party’s right to demand strict performance at any time in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation or provision hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

(h) Except for the right of any party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of an arbitrator, any controversy or claim arising out of or relating to this Agreement, including without limitation claims under the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, Title VII of the
Civil Rights Act of 1964 as amended, or any other applicable state or federal statutory or common law, shall be resolved by arbitration in New Haven, Connecticut, in accordance with the governing rules of the American Arbitration Association (the “AAA”). A demand for arbitration shall be filed with the AAA during the term, or within six months after termination or expiration, of this Agreement. The arbitrator shall have the authority to permit discovery, to the extent deemed appropriate by the arbitrator, upon the request of a party and to grant any type of injunctive relief as well as award damages; provided, however, the arbitrator shall have no authority to award multiple or punitive damages. The costs of the arbitration proceeding, including the fee of the arbitrator, shall be borne equally by the parties. Each party shall bear the costs of its own counsel. Judgment upon the award entered may be enforced by any trial court located in Connecticut.

[The remainder of this page has been left blank. Signatures on next page.]
IN WITNESS WHEREOF the Company has caused this Non-Qualified Stock Option Agreement to be duly executed and delivered by its proper and duly authorized officer, as of the Grant Date.

VERTEBRON Inc.

By: ________________________________
Hosam Afifi, President

Address:
400 Long Beach Boulevard
Stratford, CT 06615
Telephone: (203) 380-9340
Facsimile: (203) 380-9346
E-mail: hafifi@vertebron.com
Attention: Hosam Afifi

Optionee’s Acceptance

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions of this Agreement. The undersigned hereby acknowledges receipt of a copy of the Company’s 2004 Long-Term Incentive Plan.

Robert Dixon, DO, FACOS.
10577 Durham Place
Powell, OH 43065

Telephone: (614) 793-0706
Facsimile: (614) 734-5001
e-mail: rdixon@Columbus.rr.com