

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Philip Michael Finch	01/30/2002
RECEIVING PARTY DATA	
Name:	JTC Trustees Limited
Street Address:	PO Box 1075
Internal Address:	Elizabeth House, 9 Castle Street
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE4 2QP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7896872
CORRESPONDENCE DATA	
Fax Number:	(631)501-3526
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	631-501-5700
Email:	ldavis@cdfslaw.com
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP
Address Line 1:	445 Broadhollow Road
Address Line 2:	Suite 420
Address Line 4:	Melville, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	2537 (203-2755)
NAME OF SUBMITTER:	Pina M. Campagna
<p>Total Attachments: 7</p> <p>source=00166556#page1.tif</p> <p>source=00166556#page2.tif</p>	

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THIS DEED is made the 30th day of January 2002

BETWEEN: PHILIP MICHAEL FINCH of 18 Hardy Street, South Perth, Western Australia ("Finch");

AND: JTC TRUSTEES LIMITED as trustee for the Galactic Holdings Trust of PO Box 1075, Elizabeth House, 9 Castle Street, St Helier, Jersey JE4 2QP, Channel Islands ("JTC");

AND: SHERWOOD SERVICES AG of Schwerstrasse 9, CH-8200 Schaffhausen, Switzerland ("Sherwood")

RECITALS:

- A. Finch and Cosman are the inventors of the Patents.
- B. Finch has agreed to assign the whole of his shared right, title and interest in and to the Patents to JTC on the terms and conditions set out in this Deed.
- C. Cosman has previously assigned all his shares, right, title and interest in the Patents to Sherwood.
- D. Sherwood has agreed to grant its consent to the assignment of the Finch's part interest in the Patent to JTC.

THIS DEED PROVIDES:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Affiliate" means in relation to a Party, any related body corporate, assignee or licensee of the Party and includes every member, shareholder, beneficiary, director, employee, consultant, or associate of that Party and any firm, corporation, trust or business owned or conducted by that Party. "Affiliates" has a corresponding meaning.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

"Cosman" means Eric R Cosman of 872 Concord Avenue, Belmont, MA, United States of America.

"Deed" and "this Deed" means the deed between the Parties constituted by this document and includes the recitals and the amendments made from time to time.

"Encumbrance" includes any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other encumbrance.

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any possessory lien in the ordinary course of business whether arising by operation of law or by contract and the expression "Encumbrances" shall be construed accordingly.

"Execution Date" means the date on which the last of the Parties executes this Deed.

"Improvement" means an improvement upon, modification, variation, revision or new model of an invention or information, and includes any improvement, improvement upon an improvement, modification, variation, revision or new model that:

- (a) improves the performance;
- (b) reduces the cost of materials or components;
- (c) reduces production, manufacturing or associated costs;
- (d) increases the durability or continuous performance characteristics;
- (e) expands the commercial or other applications;
- (f) increases or enhances the marketability or commercial acceptance;
- (g) would if implemented, replace or displace in one or more material markets,

of any of the products or processes comprised in or embodying the whole or any part of the technology.

"Intellectual Property Rights" means all intellectual property rights including (without limitation) all patents, copyright (and neighbouring rights), registered and unregistered designs, trade marks, service marks, rights in circuit layouts, the right to have trade secrets and confidential information kept confidential.

"Parties" means the parties to this Deed and their respective successors or personal representatives (as the case may be) and permitted assigns which become bound by the terms of this Deed and "Party" has a corresponding meaning.

"Patents" means all current patents (if any) and/or patent applications described in the Schedule.

1.2 Interpretation

In this Deed:

- (a) headings are for ease of reference only and do not affect the interpretation of the clauses they introduce;

and unless the context otherwise requires:

- (b) references to clauses are references to clauses of this Deed;
- (c) singular includes plural and vice versa;
- (d) references to currency are to the currency of Australia;
- (e) reference to any statute shall include all statutes amending or consolidating the

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- (f) the word "person" shall include a corporation; and
- (g) every covenant or agreement expressed or implied in which more than one person covenants or agrees shall bind such persons jointly and severally.

2. ASSIGNMENT

2.1 In consideration for the payment of the sum of £1.00 (One Pound Sterling) by JTC to Finch, the receipt and sufficiency of which is hereby acknowledged, Finch hereby irrevocably assigns and transfers to JTC for the world the whole of his right, title and interest (free from any Encumbrance) in:

- (a) the Patents;
- (b) all further patents and patent applications based on the Patents or claiming a right of priority therefrom (including without limitation, any divisional, continuation, continuation-in-part and/or convention application);
- (c) all patents issuing on any further applications based on the Patents and any reissue, re-examination or extension of any such patents; and
- (d) all right and title to file applications and obtain patents, utility models, industrial models and designs for the Patents in JTC's name (or any other party designated by JTC), including all rights of priority, all rights to publish cautionary notes reserving ownership of the Patents and all rights to register any patent in appropriate registries.

2.2 Finch authorises and requests the Commissioner or Registrar of Patents and Trade Marks (or any other official whose duty it is to issue patents or to register the assignment of any patent and/or patent application) to issue the patents (or record the assignment of any patent and/or patent application) for the Patents to JTC or any other party designated by JTC.

3. ASSISTANCE

3.1 Defence of Infringement Suits

Each Party agrees to cooperate fully and use its reasonable efforts to assist the other Party in the future in the defence of any suit, claim or other action by a third party alleging that the Patents or Improvements infringes any patent or other rights of such third party.

3.2 Prosecution of Infringement suits

Each Party shall provide reasonably prompt notice to the other Party upon becoming aware of possible infringement of any Intellectual Property Rights comprised in the Patents or Improvements by any third party.

4. NOTICES

4.1 Method of Giving Notices

A notice required or permitted to be given by one Party to another under this Deed shall be in writing, addressed to the other Party and:

- (a) delivered to that Party's address:

- (b) sent by pre-paid mail to that Party's address; or
- (c) transmitted by facsimile to that Party's address.

4.2 Time of Receipt

A notice given to a Party in accordance with this Deed is treated as having been given and received:

- (a) if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting (excluding the date of posting); or
- (c) if transmitted by facsimile to a Party's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

4.3 Address of Parties

For the purpose of this clause, the address of a Party is the address set out at the beginning of this Deed or such other address of which that Party may from time to time give notice to each other Party

5. REMEDIES

All remedies, rights, undertakings, obligations or agreements of the Parties arising by law, under this Deed or otherwise shall be cumulative and none thereof shall be in limitation of any other right, remedy, undertaking, obligation or agreement of such Parties. Each Party may follow any remedy to which such Party is entitled by law, under this Deed or otherwise concurrently or successively at that Party's option.

6. GENERAL

- 6.1 **Governing law:** This Deed is governed by and is to be construed according to the laws of Western Australia. The parties submit unconditionally to the non-exclusive jurisdiction of the courts of Western Australia and no other courts.
- 6.2 **No encumbrances:** Neither Party may encumber any of its right, title or interest in this Deed without the prior written consent of the other (which consent shall, subject to the other provisions of this Deed, not be unreasonably withheld).
- 6.3 **Costs:** Each Party will carry out their obligations under this Deed at their own cost.
- 6.4 **Further assurances:** The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this Deed and the matters and transactions contemplated in it.
- 6.5 **Severability:** The provisions of this Deed are severable.
- 6.6 **Notice:** Any notice required to be given may be by personal delivery, pre-paid air courier or facsimile to the address of the Party in this Deed or last advised in writing.

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- 6.7 Counterparts: This Deed may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one Deed.
- 6.8 Facsimile: The execution of this Deed by a Party signing a photocopy or facsimile of this Deed shall be and be deemed to be legally valid and binding execution of this Deed by such Party.
- 6.9 Survival
- (a) Termination of this Deed, howsoever arising, shall not extinguish or otherwise affect any rights of any Party against the other which:
 - (i) occurred prior to the time at which such termination occurred; or
 - (ii) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Deed, which arose prior to the time at which such termination occurred.
 - (b) The rights and obligations of the Parties under this Deed with respect to confidentiality shall survive termination of this Deed.

7. **SHERWOOD'S CONSENT**

Sherwood hereby consents to the assignment the Patent from Finch to JTC as evidenced by this Deed.

EXECUTED by the Parties as a deed.

**SCHEDULE
PATENTS**

Finch's part ownership in the following patents:

Docket #	Country	Status	Appl # Date	Inventors	Registration # Date	Expiration Date	Title
203-2755	USA	Pending	US Serial No 09/739,428 Filed 18 December 2000	Philip Michael Finch and Eric R Cosman			Apparatus for Thermal Treatment of an Intervertebral Disc

SIGNED as a deed
by PHILIP MICHAEL FINCH in the
presence of:

(Signature)

(Signature of Witness)

STERIL-LYNN TURNER
(Name of Witness in full)

The COMMON SEAL of JTC TRUSTEES
LIMITED was hereunto affixed by authority of
the Directors in the presence of:

(Signature of Director/Secretary)

ANTHONY JAMES UNDERWOOD WHITNEY
(Name of Director/Secretary in Full)

for and on behalf of
JTC Management Limited

(Signature of Director)

NIGEL CHARLES SYRET
Nigel Anthony L. Syret
(Name of Director in Full)

The COMMON SEAL of SHERWOOD
SERVICES AG was hereunto affixed by
authority of the Directors in the presence of:

(Signature of Director/Secretary)

(Name of Director/Secretary in Full)

(Signature of Director)

F. Brad Salcedo
Chief Executive Officer
(Name of Director in Full)