

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Physician Industries, Inc	05/03/2011
RECEIVING PARTY DATA	
Name:	Globus Medical, Inc
Street Address:	2560 General Armistead Avenue
City:	Audubon
State/Country:	PENNSYLVANIA
Postal Code:	19403
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10769634
Application Number:	10831769
Application Number:	29269668
Application Number:	29269669
CORRESPONDENCE DATA	
Fax Number:	(610)930-2042
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jjani@globusmedical.com
Correspondent Name:	Mehul R. Jani
Address Line 1:	2560 General Armistead Avenue
Address Line 4:	Audubon, PENNSYLVANIA 19403
ATTORNEY DOCKET NUMBER:	0218.232.0002;003;DO03;04
NAME OF SUBMITTER:	Bala K. Sundararajan/clc
Total Attachments: 15 source=Assignment#page1.tif	

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of May 3, 2011 (the "Effective Date"), by and among Globus Medical, Inc., a Delaware corporation ("Purchaser"), and Physician Industries, Inc., a Utah corporation ("Seller"). Purchaser and Seller may be referred to herein individually as a "Party" or, collectively, as the "Parties."

RECITALS

WHEREAS, Seller is engaged in the business of developing and commercializing a pressure measurement syringe and related software, electronics and other equipment for use in diagnosing diseased disks in the spine (collectively, the "Business"); and

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase and obtain the assignment from Seller of, substantially all of Seller's assets used or held in connection with or otherwise relating to the Business upon the terms and subject to the conditions set forth herein;

AGREEMENT

Purchaser and Seller, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE OF ASSETS; RELATED AGREEMENTS

1.1 **Assets.** Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns, grants and delivers to Purchaser, and Purchaser hereby purchases, acquires and receives, good and marketable title in and to the Assets free and clear of all liens and encumbrances. For purposes of this Agreement, "Assets" shall mean all right, title and interest in and to all of the tangible and intangible assets used, useable or held for use in the conduct or operation of the Business, wherever located, whether in the possession of Seller or another person or entity, and whether tangible and intangible, including, without limitation those assets listed on Exhibit A and the following:

(a) **Patent Rights.** All (1) patents and patent applications; (2) continuations, continuations-in-part, divisions, provisional, nonprovisional and substitute applications of the foregoing; (3) patents arising from the foregoing; (4) reissues, reexaminations, renewals, extensions, or supplemental protection certificates of the foregoing; and (5) foreign equivalents of the foregoing (collectively, the "Patent Rights").

(b) **Trademarks.** All (1) trademarks, service marks, trade names, and all registrations and applications for registration of any of the foregoing; (2) renewals and extensions of the foregoing; and (3) foreign equivalents of the foregoing (collectively, the "Trademark Rights").

(c) **Copyrights.** All copyrightable works, copyrights, and all applications, registrations and renewals in connection therewith, and all authorizations, moral rights and other rights necessary or useful to use or otherwise exploit any works of authorship (the "Copyrights").

(d) **Other Proprietary Rights.** All inventions (whether patentable or unpatentable and whether or not reduced to practice), and all improvements thereto, and all trade secrets, information, knowledge, know-how, inventions, prototypes, designs, processes, research and development information, data, computer programs, algorithms, compositions, documentation, processes and techniques, methods, results, confidential information or other intellectual property, and all goodwill (the "Other Proprietary Rights").

(e) **Books and Records.** All books and records used or held in connection with or otherwise relating to the Assets or the Business, including (1) all equipment, product and other warranties pertaining to the Assets, (2) all technical information and data, maps, design layout records, computer files, diagrams, blueprints and schematics, (3) all filings made with or records required to be kept by any federal, state, local, and foreign government and any agency thereof (each a "Governmental Entity"), or any notifying body (including all backup information on which such filings are based), and (4) all design history files and manufacturing process documentation (the "Books and Records"); provided, that the foregoing shall not include Seller's company seal, minute books, organizational documents and stock or equity record books.

(f) **510(k) Approval.** Authorization to market and sell Seller's products pursuant to 510(k) number K033739 and all rights thereunder.

(g) **Claims.** All past, present and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action of every kind and nature (including, without limitation, claims for past infringement of the Patent Rights or Copyrights, and past misappropriation of the Know-How) of Seller against any person or entity relating to the Assets or the Business (regardless of whether or not such claims and causes of action have been asserted by Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by Seller relating to the Assets (regardless of whether such rights are currently exercisable).

(h) **Tangible Assets.** All equipment, prototypes, molds, and other tangible property.

The Patent Rights, Trademark Rights, Copyrights and Other Proprietary Rights and the right to use and exploit the foregoing shall be referred to collectively as the "Assigned Intellectual Property."

1.2 No Assumed Liabilities. Purchaser shall not assume any debts, liabilities or obligations of Seller whatsoever, whether relating to the Assets or otherwise, including without limitation any fees or commissions due to any broker, finder or agent with respect to the transactions contemplated hereby (collectively, the "Excluded Liabilities"). Seller will retain and remain liable for, and will pay, perform and discharge when due, any and all liabilities of the Seller, including the Excluded Liabilities. Notwithstanding the foregoing, Purchaser shall be responsible for the expenses specified in Section 3.1.

1.3 Purchase Price; Taxes.

(a) **Purchase Price.** The Parties agree that the entire consideration for the sale, assignment and conveyance of the Assets to Purchaser and Seller's performance of its

obligations under this Agreement and the Transactional Agreements shall be \$30,000 (the "Purchase Price"), to be paid by Purchaser to Seller on the Effective Date.

(b) **Taxes.** Seller shall bear and pay any sales taxes, use taxes due under applicable law, transfer taxes, documentary charges, recording fees and all other taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets to Purchaser.

1.4 Transactional Agreements; Closing Deliverables. On the Effective Date, Seller shall also execute and deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit B, a Patent Assignment in the form attached hereto as Exhibit C, a Trademark Assignment in the form attached hereto as Exhibit D, and such other instruments and documents requested by Purchaser to effectuate the transactions contemplated hereby in forms acceptable to Purchaser (collectively, the "Transactional Agreements"). In addition, on the Effective Date, Seller shall also deliver to Purchaser originals of all of the Books and Records and the other Assets.

1.5 Further Action. After the Effective Date, the Parties shall also provide to each other any additional documents reasonably necessary to evidence or effect the transactions contemplated by this Agreement, including a bill of sale. If, at any time after the Effective Date, any further action shall be necessary on the part of either Party hereto to effect the intentions of the Parties as expressed in this Agreement, as and when requested by a Party and at such Party's expense, each such Party shall take all such further action as may reasonably be necessary to effect such intentions, including without limitation executing and filing with the United States Patent and Trademark Office (USPTO) and equivalent foreign entities documents demonstrating the assignment to Purchaser of the Assigned Intellectual Property.

1.6 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder pursuant to an Allocation Schedule to be prepared by Purchaser and promptly delivered to Seller following the Effective Date (the "Allocation"). For income tax purposes, Purchaser and Seller agree to report the transactions contemplated by this Agreement in a manner consistent with the Allocation and the other terms of this Agreement, and neither Purchaser nor Seller will take any position inconsistent therewith in any tax return, except as required by a change in applicable law or a good-faith resolution of a tax contest. Each of Purchaser and Seller agrees to cooperate with the other in preparing IRS Form 8594, and to furnish the other with a copy of such form prepared in draft form within a reasonable period before its filing due date. Each of Purchaser and Seller shall notify the other party within five (5) Business Days if it receives written notice that any Governmental Entity proposes any allocation of consideration different than the Allocation.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

2.1 Due Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and is licensed or qualified to transact its business and to own and operate its assets.

2.2 Authorization; Noncontravention. Seller has the requisite power and authority to enter into this Agreement and the agreements contemplated hereby to which it is a party. The

execution and delivery of this Agreement and the agreements contemplated hereby to which Seller is a party have been duly authorized by all necessary corporate action on the part of Seller. This Agreement and the agreements contemplated hereby to which Seller is a party have been duly executed and delivered by Seller and, assuming due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally, and (ii) the availability of injunctive relief and other equitable remedies.

2.3 Purchased Assets. The Assets constitute all the assets of Seller or its affiliates, with the exception of Seller's laminar flow hood that is not part of the Assets, used or held by, used or intended for use, leased, licensed, accrued, reserved, allocated or incurred in connection with or otherwise related to the Business. At the Effective Date (after giving effect to the transactions contemplated by this Agreement), Purchaser will have good and marketable title to the Assets free and clear of any liens, encumbrances or defects in title.

2.4 Intellectual Property. Seller owns and possesses all right, title, and interest in and to the Assigned Intellectual Property, free and clear of any mortgage, pledge, lien, encumbrance, charge or other security interest, license or other restriction or limitation regarding use or disclosure. Each item of Assigned Intellectual Property will be owned or available for use by Purchaser without restriction on and immediately subsequent to the Effective Date. There are no outstanding options, licenses, sublicenses, agreements or permissions relating to any of the Assigned Intellectual Property, nor is Seller bound by or a party to any option, license, sublicense, agreement or permission with respect to the intellectual property of any other person or entity. Seller has not to its knowledge interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and Seller has never received any charge, complaint, claim, demand, notice or other communication alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller must license or refrain from using any intellectual property rights of any third party).

2.4 As-Is. Except as otherwise specifically set forth herein, Purchaser is purchasing the Assets on an "as-is" basis, and Seller hereby specifically disclaims any and all representations and warranties of any kind and nature whatsoever that may relate to the Assets.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

3.1 Due Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is licensed or qualified to transact its business and to own and operate its assets.

3.2 Authorization; Noncontravention. Purchaser has the requisite power and authority to enter into this Agreement and the agreements contemplated hereby to which it is a party. The execution and delivery of this Agreement and the agreements contemplated hereby to which Purchaser is a party have been duly authorized by all necessary corporate action on the

part of Purchaser. This Agreement and the agreements contemplated hereby to which Purchaser is a party have been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally, and (ii) the availability of injunctive relief and other equitable remedies.

3.3 As-Is. Purchaser acknowledges that it is purchasing the Assets on an "as-is" basis and that Seller specifically disclaims any and all representations and warranties of any kind and nature whatsoever that may relate to the Assets, except as Seller has specifically set forth herein. Purchaser has inspected or otherwise conducted whatever due diligence Purchaser deems necessary on the Assets and hereby accepts the Assets in their present and current condition.

4. ADDITIONAL COVENANTS

4.1 Transfer and Access. Except as otherwise agreed to by Purchaser, on or prior to the Effective Date, Seller shall deliver to Purchaser all of the Assets in a manner directed by Purchaser. The costs of such delivery shall be approved and borne by Purchaser. Purchaser agrees and accepts all Assets are in good working order prior to transfer. Purchaser agrees and accepts to be responsible for the transfer and move of Assets from Integra Salt Lake City. Purchaser is responsible for any damage once Assets leave Integra Salt Lake City's facility.

4.2 Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, that are included in the Assets or that relate to the Business or the Assets. Seller shall maintain in confidence all such Confidential Information and shall not use, disclose or grant the use of the Confidential Information for any purpose other than those permitted hereunder or pursuant to this Agreement and the Transactional Agreements. The foregoing obligations shall apply for one (1) year after the Effective Date.

4.3 Bulk Sales. Seller hereby waives compliance with the bulk sales or bulk-transfer provisions of any applicable laws in connection with the transactions contemplated by this Agreement.

5. MISCELLANEOUS PROVISIONS

5.1 Press Releases and Public Announcements. Neither Seller nor Purchaser will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of Purchaser, which consent may be granted or withheld in such party's sole discretion.

5.2 Fees and Expenses. Each Party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred in the future by such Party in connection with the transactions contemplated by this Agreement and the Transactional Agreements.

5.3 Survival. The representations, warranties, covenants and obligations of the parties contained in this Agreement and the Transactional Agreements shall survive for one (1) years after the Effective Date.

5.4 Successors and Assigns; Assignment; Parties in Interest. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred (whether voluntarily, by operation of law, merger or otherwise) by Seller without the prior express written consent of Purchaser. Any purported assignment or transfer in violation of this Section shall be void. None of the provisions of this Agreement is intended to provide any rights or remedies to any person or entity other than the Parties hereto and their respective successors and assigns (if any).

5.5 Amendments; Waiver. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Seller. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

5.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5.7 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given (i) when delivered personally to the recipient, (ii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) when delivered by facsimile transmission with confirmation of delivery, or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller, to:

Physician Industries, Inc.
P.O. Box 540389
North Salt Lake, UT 84054
Fax No.: NA
Telephone No.: (801) 296-2123

If to Purchaser:

Globus Medical, Inc.
2560 General Armistead Avenue
Audubon, PA 19403
Attn: Edward Joyce
Fax No.: (610) 930-2042
Telephone No.: (610) 930-1800

5.8 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Party, person or entity or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to the Parties, persons or entities or circumstances other than those as to which it is determined to be invalid, unlawful, void or

unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

5.9 Entire Agreement. This Agreement and the Transactional Agreements (including all schedules and exhibits attached thereto) set forth the entire understanding of the Parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof.

5.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


5.11 Headings; Construction. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement by their respective officers duly hereunto duly authorized, the day and year first written above.

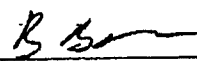
Purchaser:

GLOBUS MEDICAL, INC.

By: 
Name: DAVID DOMSICK
Title: PRESIDENT/CEO

Seller:

PHYSICIAN INDUSTRIES, INC.

By: 
Brian Baker, President

Signature Page for Asset Purchase Agreement

Exhibit A

Assets

US Patent No. 7291131 issued November 6, 2007

US Patent No. D562447 issued February 19, 2008

US Patent No. 7351223 issued April 1, 2008

US Patent No. D579561 issued October 28, 2008

US Trademark No. 3071975 issued March 21, 2006

Testing equipment:

- Testing table with Integrated Pressurizing manifold and system

- Computer associated with the testing apparatus

- Testing software and programming documentation (EC Services)

Glue gun for assembly and other manufacturing and assembly equipment

Molds for plastic parts (located at vendor sites)

All Electro Static Discharge apparatus – Floor mats, lab coat(s), and wrist tether device

Complete Design history files for:

- AccuMeter, device, circuit boards and software

- Testing equipment (circuit boards, software, manifold, pressurizing equipment, computer interface hardware and software)

Exhibit B

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale") is made as of this 3 day of May 2011, by and among Globus Medical, Inc., a Delaware corporation ("Purchaser"), and Physician Industries, Inc., a Utah corporation ("Seller"), pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Purchaser and Seller (the "Purchase Agreement").

WHEREAS, Purchaser has agreed to purchase and accept from Seller, and Seller has agreed to transfer, convey, assign, sell and deliver to Purchaser, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Assets, as such term is defined in Section 1.1(a) of the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

SECTION 1. Conveyance. Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser all right, title and interest in and to the Assets, and Purchaser hereby accepts the foregoing sale, transfer, conveyance and assignment.

SECTION 2. Purchase Agreement. This Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Seller or Purchaser contained in the Purchase Agreement. All capitalized terms used herein shall have the same meaning as in the Purchase Agreement.

SECTION 3. Further Assurances. Seller agrees from time to time, upon the request of Purchaser, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable in connection with the sale, assignment, conveyance, transfer and delivery of the Assets as provided herein and in the Purchase Agreement.

SECTION 4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

SECTION 5. Counterparts. This Bill of Sale may be executed in one or more counterparts (including by means of facsimile or other electronic transmission), each of which will be deemed an original but all of which together will constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

Purchaser:

GLOBUS MEDICAL, INC.

By: 

Name: JARO JANSKI

Title: PRESIDENT / CEO

Seller:

PHYSICIAN INDUSTRIES, INC.

By: 

Brian Baker, President

Exhibit C

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated May 3, 2011, is entered into by PHYSICIAN INDUSTRIES, INC., a Utah corporation (the "*Assignor*"), for the benefit of GLOBUS MEDICAL, INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of May 3, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.1 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights which are a part of the Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this 3 day of May 2011

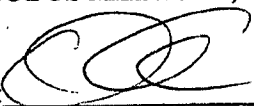
Assignor:

PHYSICIAN INDUSTRIES, INC.

By: 
Brian Baker, President

Assignee:

GLOBUS MEDICAL, INC.

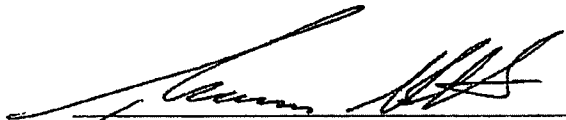
By: 
Name: DAVID J. SMITH
Title: PATENT / CEO

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]

STATE OF Utah
COUNTY OF Salt Lake

On this 3 day of May 2011, before me, a Notary Public in and for said State, personally appeared Brian Baker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.



Notary Public

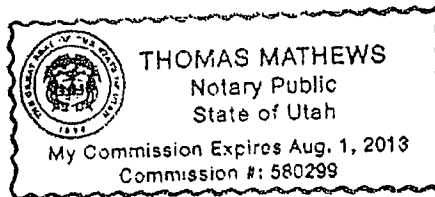


Exhibit A

US Patent No. 7291131 issued November 6, 2007

US Patent No. D562447 issued February 19, 2008

US Patent No. 7351223 issued April 1, 2008

US Patent No. D579561 issued October 28, 2008