

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Cayenne Medical, Inc.	04/14/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bay Innovation Group, LLC
<b>Street Address:</b>	156 Holly Court
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13184310
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)284-2180
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	6502424210
<b>Email:</b>	kmoore@lbhip.com
<b>Correspondent Name:</b>	Levine Bagade Han LLP
<b>Address Line 1:</b>	2400 GENG ROAD
<b>Address Line 2:</b>	Suite 120
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94303
<b>ATTORNEY DOCKET NUMBER:</b>	BYNN-N-Z005.02-US
<b>NAME OF SUBMITTER:</b>	Sanjay S. Bagade

**Total Attachments: 14**

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**PATENT**

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## PATENT RIGHTS TRANSFER AGREEMENT

This Field-Limited Exclusive Rights Transfer Agreement modifies the agreement effective November 30, 2007, by and between Bay Innovation Group, LLC, a limited liability company organized under the laws of Delaware (hereinafter referred to as "BIG"), U-G, LLC, a limited liability company organized under the laws of Delaware, and Cayenne Medical, Inc., a Delaware corporation (hereinafter referred to as "Cayenne"). A copy of the original Agreement (hereinafter the "Parent Agreement") is attached hereto. The Parent Agreement remains in effect except to the extent that it has been specifically modified in accordance with this Agreement.

In accordance with the terms of the Parent Agreement, Cayenne has been prosecuting the patent applications identified in Exhibit A hereto. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] the Parties now agree to convey the Patent Rights from Cayenne to BIG, so that BIG may continue to prosecute these rights. In exchange, in compensation for the investment Cayenne has made in the Patent Rights to date, Cayenne will retain an exclusive license to the Patent Rights in the field of Orthopedics.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and

conditions hereinafter set forth, Cayenne and BIG have agreed and do hereby agree as follows:

## ARTICLE 1

### DEFINITIONS

For purposes of this Agreement, the following terms will have the following meanings:

Sec. 1.1. Patent Rights. The term "Patent Rights" shall mean all rights to make, use, sell, or offer for sale, any and all invention(s) claimed by the patents and patent applications listed in Appendix A to this agreement and other presently existing or subsequently obtained continuations, divisionals, continuations-in-part, re-examinations, reissue certificates, foreign counterparts or related patents/patent applications (collectively "Patents" and/or "Patent Applications"). Appendix A to this Agreement is an update of Appendix A to the Parent Agreement.

Sec. 1.2. Orthopedics. The term "Orthopedics" shall mean any medical or surgical procedure, device, or system having the primary purpose of addressing a deformity, disorder, or injury to the skeleton and associated soft tissue structures.

Sec. 1.3. Licensed Products. The term "Licensed Products" shall mean any orthopedic product or service which is covered by one or more claim(s) of any of the Patent Rights licensed under this Agreement.

ARTICLE 2  
GRANT OF RIGHTS

Sec. 2.1. Future Grant. The parties agree that the grant of rights under this agreement is for the Patent Applications, where all rights in such Patent Applications are to be assigned to BIG by Cayenne subsequent to execution of this Agreement.

Sec. 2.2. Grant. BIG hereby grants to Cayenne, its successors, and assigns, upon the terms and conditions set forth herein, an irrevocable field-limited royalty-free exclusive license of the Patent Rights to make, use, sell and/or offer for sale Licensed Products throughout the world.

Sec. 2.3. Limits of Grant. Each party agrees that the Grant conveyed above to Cayenne shall be limited to the medical field of Orthopedics only, so long as BIG does not materially breach or otherwise terminate this Agreement.

Sec. 2.4. Technical Information. Each party agrees to promptly convey to the other party all of the information possessed by the conveying party relating to the inventions disclosed and claimed in the Patent Rights, to the extent such information is reasonably relevant to the rights transferred by the conveying party to the receiving party.

Sec. 2.5. No Implied license or implied rights. No right or license of any kind is granted by this Agreement or will be deemed to be implied from any grant expressed in this Agreement under any proprietary rights that are not expressly included within the Patent Rights.

### ARTICLE 3

#### SUBLICENSES & ASSIGNMENTS

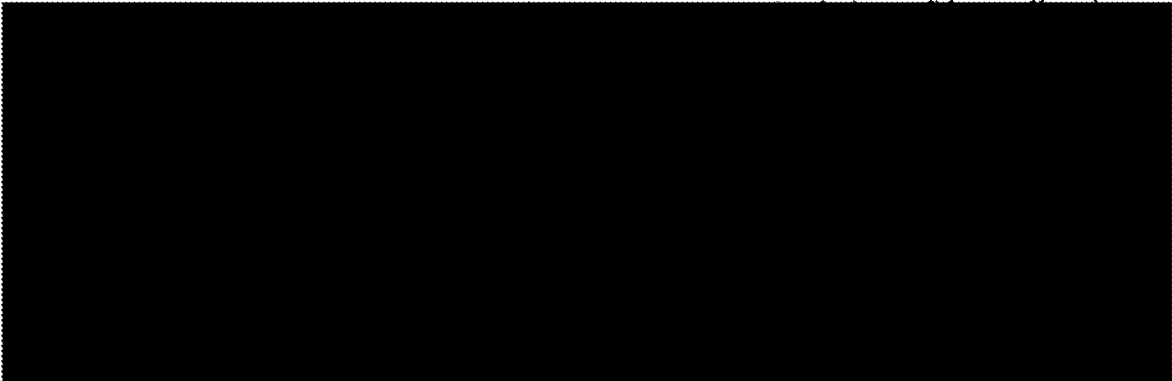
Sublicenses. Cayenne shall be free to grant or refuse to grant any sublicenses to the Patent Rights within the field of the license granted in Sec. 2.2. Any sublicense which Cayenne chooses to grant will be subject in all respects to the terms and conditions of this Agreement, and will not confer or purport to confer any rights which are which are in any way greater than those Patent Rights licensed to Cayenne by this Agreement. Cayenne will provide to BIG a copy of any and all written sublicense agreement(s) entered into by Cayenne hereunder within ten (10) days after the execution thereof.

### ARTICLE 4

#### REQUIREMENTS OF THE PARTIES



number(s) in accordance with the laws of the country or countries in which such Licensed Product(s) is/are sold.



Sec. 4.3 Ownership. Cayenne shall take all necessary actions to ensure that any rights it holds in the Patent Rights are promptly assigned in writing to BIG, and will also promptly take any necessary reasonable action to assist BIG in any other way to advance the prosecution and/or maintenance of any of the Patent Rights.

## ARTICLE 5

### PATENT COSTS & PROSECUTION OF PATENT RIGHTS

Sec. 5.1. Prosecution. BIG shall, at its sole expense, except as provided otherwise under this Agreement, pursue, file, prosecute, obtain and maintain (collectively, "Prosecute" or

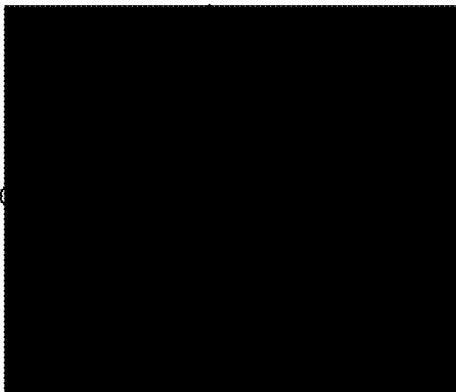
"Prosecution") the Patents and/or Patent Applications. BIG shall provide Cayenne with timely copies of all actual Filings-related correspondence sent to, or received from, any patent office ("Correspondence"), and shall keep Cayenne informed of any material events relating to the Prosecution of the Patents and/or Patent Applications, but shall have sole discretion in determining how and whether to continue the prosecution of any patent application.

Once a patent has issued, BIG shall not permit any such patent to lapse for failure to pay maintenance fees or annuities, without first providing Cayenne with written notice of such intention sufficiently early so that Cayenne can choose to undertake the continued maintenance of such patent without lapse. In the event that BIG relinquishes the maintenance of any patent to Cayenne, it shall promptly assign all of its rights in that patent and any other patent or application requiring common ownership under the law to Cayenne, upon request.

E-mail as a response shall be acceptable as a medium for providing written communications to either party for purposes of this section.

Sec. 5.2. Delivery of Patent Related Correspondence. Any Patent Related correspondence shall be delivered as follows, by any of email, facsimile, or U.S. mail, at the sender's option:

To BIG:





Palo Alto, CA 94303  
[sbagade@lbhip.com](mailto:sbagade@lbhip.com)  
650.242.4212

To Cayenne:

Copy



Sec. 5.3: Notification of Change of Entitlement to Small Entity Status  
As a Licensee under the Patent Rights, Cayenne shall promptly notify BIG should it at any time cease to be eligible to have status as a Small Entity before the U.S. Patent & Trademark Office.

## ARTICLE 6

### TERM AND TERMINATION

Sec. 6.1. Term. Except as otherwise provided herein, this Agreement will continue in full force and effect until the expiration of the last to expire patent licensed herein.

Sec. 6.2. Termination. This Agreement may be terminated by either party effective ninety (90) days after written notice of termination to the other party, upon the occurrence of a material breach of this Agreement by the noticed party, or in the event that the noticed party files a Petition in Bankruptcy under the bankruptcy laws of the United States. However, the terminating party must specify in the written termination notice which of the above-listed ground(s) for termination are believed to exist and the noticed party may render any such notice of termination ineffective by eliminating the ground(s) for termination set forth in such notice within thirty (30) days of the date of the notice. Termination of this Agreement pursuant to this Section 6.2 will not relieve either party of any obligations incurred prior to such termination.

Sec. 6.3 Rights Surviving Termination. The parties agree that the grant of Sec. 2.2 above shall survive termination of this Agreement until the expiration of the last to expire patent licensed herein.

## ARTICLE 7

### REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants that a) it is the sole assignee and owner of all right, title and interest in and to each of the Patent Rights conveyed to the other party under this Agreement, b) no other rights have previously been granted to any other party under any of the Patent Rights set forth in Sec. 1.1 and Appendix A which would prevent or conflict with any

conveyance of rights under this Agreement, and c) it has no present knowledge of any grounds for invalidity or unenforceability of any of the Patent Rights.

## ARTICLE 8

### DEFENSE AND ENFORCEMENT

Sec. 8.1 During the term of this Agreement, Cayenne and BIG shall promptly inform the other in writing of any infringement of the Licensed Patents by a third party of which it has knowledge and shall provide the other party with any readily available information relating to such infringement.

[REDACTED]

Sec. 8.3 In the event that any action alleging invalidity or noninfringement of any

of the Licensed Patents shall be brought against either Cayenne or BIG, then such party shall have the right to defend such action at its own expense.

Sec. 8.4 In any infringement suit as Cayenne or BIG may institute to enforce the Licensed Patents pursuant to this Agreement or in the event of any defense by Cayenne or BIG of any action relating to the Licensed Patents, the other party shall, at the request and expense of the instituting party, cooperate in all respects and make available relevant records, papers, information, samples, specimens, and the like.

Sec. 8.5 No settlement, consent judgment or other voluntary final disposition of a suit regarding the Licensed Patents may be entered by Cayenne or BIG without the prior written consent of the other party.

## ARTICLE 9

### GENERAL PROVISIONS

Sec. 9.1. Interpretation. The language used in this Agreement is deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party will apply to any term or condition of this Agreement.

Sec. 9.2. Applicable Law; Forum. This Agreement is made and entered into pursuant to the laws of the United States of America and the laws of the State of Arizona. In the event of

any dispute hereunder, this Agreement will be governed by and will be construed and interpreted in accordance with the laws of the State of Arizona, and the sole forum for litigation of such disputes shall be a suitable court located in Maricopa County, Arizona, or in such other forum as both parties mutually agree. Further, both parties agree that in the event of any such litigation, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees in addition to all other remedies available at law or in equity.

Sec. 9.3. Waiver. The waiver by either of the parties hereto of any breach of any provision hereof by the other party will not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

Sec. 9.4. Notices. All notices, demands, statements, royalty payments or other communications made hereunder will be in writing and will be deemed to have been given when mailed, by registered mail or certified mail with a return receipt requested, addressed to the party for whom signatures, and such addresses of the parties hereto will be subject to change from time to time upon written notice thereof to the other party.

Sec. 9.5. Successors and Assigns. This Agreement and all of the rights and obligations hereunder will inure to the benefit of and will be binding upon the parties and their respective successors and assigns; provided however, that neither party will transfer or assign any of its rights or obligations contained in this Agreement, or any part thereof, except as permitted

elsewhere in this Agreement, without the prior written consent of the other party, unless such transfer is appurtenant to the conveyance of substantially all of the assets of the transferring party or of an operating division of the transferring party as may occur in a corporate merger or acquisition.

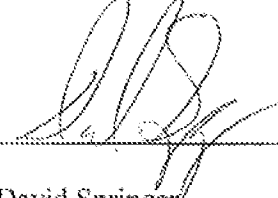
Sec. 9.6.        Bankruptcy

a) Rights in Bankruptcy. All rights and licenses granted to BIG pursuant to this Agreement shall for purposes of Section 365(n) of the United States Bankruptcy Code, 11 U.S.C. 101, et seq., licenses to rights of "intellectual property" as defined thereunder. Notwithstanding any provision contained herein to the contrary, if Cayenne (or any successors in interest to this Agreement) is under any proceeding under the United States Bankruptcy Code, and the trustee in bankruptcy of Cayenne, or Cayenne, as a debtor in possession, rightfully elects to reject this Agreement, BIG may, pursuant to 11 U.S.C. Section 365(n), retain any and all of the rights granted to it hereunder, to the maximum extent permitted by law, otherwise subject to the terms of this Agreement.

b) Offer of Sale Prior to Entering Bankruptcy. Prior to filing a petition for bankruptcy under United States Bankruptcy Code, 11 U.S.C. 101, et seq., by Cayenne (or any successors in interest to this Agreement), Cayenne shall deliver in writing to BIG an offer for a right to purchase Patents and Patent Applications where such offer shall expire 30 days after delivery to BIG.

Sec. 9.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof; it supersedes any contrary or inconsistent matter contained in any prior understanding or agreement with respect thereto; and may not be altered, amended or modified in any manner, except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the dates shown above.

  
\_\_\_\_\_ 4/14/2011  
Date

David Springer

Date

President

Cayenne Medical, Inc., a Delaware Corporation

  
\_\_\_\_\_ APRIL 13, 2011  
Date

Kevin Ohashi

Date

Managing Director

Bay Innovation Group, LLC, a Delaware Limited Liability Company

## APPENDIX A

1. A-2186 -- U.S. Patent Application Serial No. 11/045,209, filed on 1/31/05, entitled *Devices, Systems and Methods for Tissue Repair*, pending.
2. A-2186Div -- U.S. Patent Application Serial No. 12/621,872, filed on 11/19/09, pending.
3. A-2186PCT -- PCT Application No. PCT/05/23619, filed on 7/1/05, lapsed (national stage entered).
4. A-2186EP -- based on A-2186PCT, filed 2/07, pending.
5. A-2186JP -- based on A-2186PCT, filed 1/07, pending.
6. A-2186AU -- based on A-2186PCT, filed 2/07, pending.
7. A-2186IN -- based on A-2186PCT, filed 2/07, pending.