

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONTRIBUTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arsenal Vascular, Inc.	08/25/2011
RECEIVING PARTY DATA	
Name:	Arsenal Medical, Inc.
Street Address:	480 Arsenal Street
City:	Watertown
State/Country:	MASSACHUSETTS
Postal Code:	02472
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	12620334
Application Number:	13185550
Application Number:	12862362
Application Number:	13209020
Application Number:	61437881
Application Number:	61437886
Application Number:	61535246
Application Number:	61554181
CORRESPONDENCE DATA	
Fax Number:	(202)373-6001
Phone:	617-951-8909
Email:	lisa.romano@bingham.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Scott T. Bluni
Address Line 1:	Bingham McCutchen LLP

CH \$320.00 12620334

Address Line 2: One Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 0000357362

NAME OF SUBMITTER: Scott T. Bluni

Total Attachments: 21

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CONTRIBUTION AGREEMENT

This Contribution Agreement is entered into as of August 25, 2011 by and between Arsenal Vascular, Inc. (f/k/a Arsenal Medical, Inc.), a Delaware corporation ("Arsenal Vascular"), and Arsenal Medical, Inc. a Delaware corporation ("Newco"). Arsenal Vascular and Newco are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Newco is a wholly-owned subsidiary of Arsenal Vascular;

WHEREAS, pursuant to this Agreement, Arsenal Vascular will contribute to Newco the Contributed Assets (as defined below) comprising those assets relating to the business of designing, developing, manufacturing and marketing products and methods for the prevention or treatment of disease or other medical conditions, other than products intended to be placed into substantially tubular bodily conduits (including but not limited to arteries, veins, the esophagus, intestines, nasal sinuses, bile duct, ureter, urethra, pancreatic duct and lymphatic ducts) (the "Business") and, in exchange for the Contributed Assets and in connection with the transactions described herein, Newco has issued or will issue to Arsenal Vascular 5,520,856 shares (the "Common Shares") of Newco's Common Stock, par value \$0.001 per share (the "Common Stock") and 34,017,033 shares (the "Series A Shares") of Newco's Series A Convertible Preferred Stock, par value \$0.001 per share; and

WHEREAS, (i) Arsenal Vascular will pay a special dividend to the holders of Arsenal Vascular's preferred stock (the "Arsenal Vascular Preferred Stockholders"), pursuant to which Arsenal Vascular will distribute to the Arsenal Vascular Preferred Stockholders 100% of the Series A Shares, and (ii) Arsenal Vascular will pay a special dividend to the holders of Arsenal Vascular's common stock (the "Arsenal Vascular Common Stockholders"), pursuant to which Arsenal Vascular will distribute to the Arsenal Vascular Common Stockholders 100% of the Common Shares, such transaction being referred to as the "Spin-Off". The time of effectiveness of the distribution of the shares of preferred stock described in clause (i) of this recital is referred to herein as the "Distribution Effective Time"

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereto acknowledge, each of Arsenal Vascular and Newco hereby agree as follows:

ARTICLE I

CONTRIBUTION OF ASSETS

1.1 Contribution of Assets. Arsenal Vascular hereby contributes to Newco all of Arsenal Vascular's right, title and interest in, to and under the following (collectively, the "Initial Assets"):

(a) the patents and patent applications relating primarily to the Business, including but not limited to those set forth in Schedule I(a) hereto, including, in each case, any related applications, reissues, reexaminations, divisions, continuations and extensions thereof in any jurisdiction ("Patent Rights");

(b) trademarks and trade names relating to the Business, including but not limited to those set forth in Schedule I(b) hereto ("Trademarks");

(c) contracts, licenses and other instruments relating primarily to the Business, including but not limited to those set forth in Schedule I(c) hereto;

(d) clinical and non-clinical data, scientific data, equipment, supplies, research, records, logs, tracking documents, log books, lab notebooks, chronological files, samples, computer data, emails, correspondence and materials relating primarily to the Business, including but not limited to the those set forth on Schedule I(d) hereto ("Materials");

(e) all tangible personal property and interests relating primarily to the Business, including machinery, equipment, training materials and equipment, mechanical and spare parts, supplies, owned and leased motor vehicles, mobile telephones, computer equipment, communications equipment, PDA bar code readers, fixtures, trade fixtures, tools, tooling, dies, cap and component molds, furniture, furnishings, office equipment and supplies, production supplies, other miscellaneous supplies and other tangible property of any kind in each case to the extent primarily used in the Business;

(f) intangible property rights (other than Trademarks and Patent Rights), to the extent that such intangible property rights relate primarily to the Business, including but not limited to inventions, discoveries, trade secrets, technical information, know-how, copyrights and other confidential business information, including but not limited to those set forth in Schedule I(e) hereto ("Intangible Property Rights");

(g) (A) all inventories of works in process, semi-finished and finished products, and inventory of finished products on consignment, in transit or deposited in a warehouse, in each case to the extent primarily held for use in the Business, and (B) all other inventories, including raw materials, stores, replacement and spare parts, packaging materials, operating supplies and inventory on consignment, in transit or deposited in a warehouse, in each case to the extent primarily held for use in the Business;

(h) the benefit of all confidentiality or non-disclosure agreements relating primarily to the Business or the Contributed Assets; and

(i) all computer software data and information, and all related hardware, in each case to the extent primarily used in, or primarily related to, the Business and copies of all computer data and information otherwise primarily used in or primarily related to the Business.

In exchange for the contribution by Arsenal Vascular of the Contributed Assets to Newco, Newco shall issue to Arsenal Vascular on the date hereof the Common Shares and the Series A Shares.

1.2 Assumption of Assumed Liabilities. Newco hereby accepts the foregoing transfer, assignment and conveyance of the Initial Assets and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants under the agreements included in the Initial Assets. Each of Arsenal Vascular and Newco shall, on the date hereof, execute an assignment and assumption agreement, substantially in the form attached hereto as Exhibit A, with respect to the agreements listed on Schedule I(c) hereto.

1.3 Transaction Documents. Each of Arsenal Vascular and Newco shall, on the date hereof, execute the Transition Services Agreement in the form attached hereto as Exhibit B (the "Transition Services Agreement"), the License Agreement in the form attached hereto as Exhibit C (the "License Agreement"), the Collaboration Agreement in the form attached hereto as Exhibit D (the "Collaboration Agreement"), and the Trademark Agreement in the form attached hereto as Exhibit E (such Trademark Agreement, together with the Transition Services Agreement, the License Agreement, and the Collaboration Agreement the "Transaction Documents").

1.4 Further Assurances. At any time and from time to time after the date hereof, at the request of Newco and without further consideration, Arsenal Vascular shall execute and deliver such

other instruments of sale, transfer, conveyance and assignment and take such actions as Newco may reasonably request to more effectively transfer, convey and assign to Newco, and to confirm Newco's rights to, title in and ownership of, the Initial Assets and to place Newco in actual possession and operating control thereof.

ARTICLE II

ADJUSTMENT OF CAPITALIZATION

2.1 Adjustment of Options. Pursuant to Arsenal Vascular's 2005 Equity Incentive Plan in the form attached hereto as Exhibit F (the "2005 Equity Incentive Plan") and the applicable agreement evidencing the grant of options (the "Original Arsenal Options") to purchase shares of Common Stock of Arsenal Vascular, par value \$0.001 per share (the "Arsenal Vascular Common Stock"), by reason of the Spin-Off and as of the date thereof, each outstanding Original Arsenal Option shall be adjusted and converted into the following options with the following terms: (1) one option to purchase Arsenal Vascular Common Stock, with an exercise price equal to the product of (i) the Original Arsenal Option exercise price as of the date of the Spin-Off (the "Current Exercise Price") and (ii) the quotient of (x) the fair market value of the Arsenal Vascular Common Stock immediately after the Spin-Off as determined by a third-party valuation prepared for purposes of Internal Revenue Code (the "Code") Section 409A (the "Vascular FMV") divided by (y) the sum of the Vascular FMV and the fair market value of the Common Stock immediately after the Spin-Off as determined by a third-party valuation prepared for purposes of Code Section 409A (the "Newco FMV"), which sum the Board of Directors of Arsenal Vascular has determined to be the fair market value of the Arsenal Vascular Common Stock immediately prior to the Spin-Off (such Option, the "New Arsenal Vascular Option"); and (2) one option to purchase Common Stock, with an exercise price equal to the product of (i) the Current Exercise Price and (ii) the quotient of (x) the Newco FMV divided by (y) the sum of the Newco FMV and the Vascular FMV, which sum the Board of Directors of Arsenal Vascular has determined to be the fair market value of the Arsenal Vascular Common Stock immediately prior to the Spin-Off (such Option, the "Newco Option");

(a) Each New Arsenal Vascular Option shall continue to be governed by the 2005 Equity Incentive Plan and the applicable option agreement, and shall have the same terms and conditions as were applicable to the Original Arsenal Option, except (a) for the adjustment to the exercise price set forth above and (b) that such optionholder will be treated for purposes of the 2005 Equity Incentive Plan and option agreement (including the vesting and post-termination exercise provisions) as an employee of Arsenal Vascular as long as such holder is an employee of either Arsenal Vascular or Newco. The term, exercisability, vesting schedule, status as an "incentive stock option" under Code Section 422 Section, if applicable, and all of the other terms of such option shall remain unchanged.

(b) Each Newco Option shall be governed by the Newco Equity Incentive Plan (the "Newco Plan") and the applicable option agreement, which Newco Plan and option agreement shall have the same terms and conditions as were applicable to the Original Arsenal Option, except (a) for the adjustment to the exercise price set forth above and (b) that such optionholder will be treated as an employee of Newco for purposes of the Newco Plan and the option agreement (including the vesting and post-termination exercise provisions) as an employee of Newco as long as the optionholder is an employee of either Arsenal Vascular or Newco. The term, exercisability, status as an "incentive stock option" under the Code, if applicable, and all of the other terms of such option shall remain unchanged.

(c) As soon as practicable after receipt of the Vascular FMV and the Newco FMV by the Board of Directors of Arsenal Vascular, Arsenal Vascular and Newco shall deliver to the optionholders notices setting forth such holders' rights pursuant to the New Arsenal Vascular Option and the Newco

Option. The option agreement for the Original Arsenal Option shall continue to govern the New Arsenal Vascular Option, subject to the adjustment described herein. Newco shall issue a new option agreement governing the Newco Option, which agreement shall have the terms and conditions set forth herein.

2.2 Liquidation Preference. Pursuant to the terms of the Amended and Restated Certificate of Incorporation of Arsenal Vascular filed on or before the date hereof (the "Vascular Restated Certificate"), effective immediately upon the filing with the Secretary of State of the State of Delaware of the Vascular Restated Certificate (the "Recapitalization Effective Time"), all shares of Arsenal Vascular's Series A Convertible Preferred Stock, \$0.001 par value per share ("Pre-Recapitalization Series A Preferred Stock"), Arsenal Vascular's Series B Convertible Preferred Stock, \$0.001 par value per share ("Pre-Recapitalization Series B Preferred Stock") and Arsenal Vascular's Series C Convertible Preferred Stock, \$0.001 par value per share ("Pre-Recapitalization Series C Preferred Stock" and together with the Pre-Recapitalization Series A Preferred Stock and the Pre-Recapitalization Series B Preferred Stock, the "Pre-Recapitalization Series Preferred Stock") outstanding or issued and held in treasury immediately prior to the Recapitalization Effective Time were reclassified into shares of Arsenal Vascular's Series A Convertible Preferred Stock, par value \$0.001 per share (the "Vascular Series A Preferred Stock"). The "Newco Certificate" shall mean the Certificate of Incorporation of Newco filed on or before the date hereof. For purposes of calculating (i) the Series A Per Share Liquidation Amount (as defined in the Vascular Restated Certificate, as amended from time to time) pursuant to the Vascular Restated Certificate and (ii) the Series A Per Share Liquidation Amount (as defined in the Newco Certificate, as amended from time to time) pursuant to the Newco Certificate:

Exhibit G-1 attached hereto, as such Exhibit may be amended prior to the Distribution Effective Time, sets forth the following for each share of Vascular Series A Preferred Stock outstanding at the Recapitalization Effective Time and/or the Distribution Effective Time: (i) the name of the holder of such share of Vascular Series A Preferred Stock at the Recapitalization Effective Time and the Distribution Effective Time, (ii) whether at the Recapitalization Effective Time (A) a share of Pre-Recapitalization Series A Preferred Stock was reclassified into such share of Series A Preferred Stock, (B) a share of Pre-Recapitalization Series B Preferred Stock was reclassified into such share of Series A Preferred Stock or (C) a share of Pre-Recapitalization Series C Preferred Stock was reclassified into such share of Series A Preferred Stock, and (iii) whether at the Distribution Effective Time (A) such share is hereby designated as corresponding to a share of Vascular Series A Preferred Stock into which a share of Pre-Recapitalization Series A Preferred Stock was reclassified at the Recapitalization Effective Time, (B) such share is hereby designated as corresponding to a share of Vascular Series A Preferred Stock into which a share of Pre-Recapitalization Series B Preferred Stock was reclassified at the Recapitalization Effective Time or (C) such share is hereby designated as corresponding to a share of Vascular Series A Preferred Stock into which a share of Pre-Recapitalization Series C Preferred Stock was reclassified at the Recapitalization Effective Time.

(a) Exhibit G-2 attached hereto contains the certificate of incorporation of Arsenal Vascular as in effect immediately prior to the Recapitalization Effective Time (which is defined as the "Prior Certificate of Incorporation" in the Vascular Restated Certificate and the Newco Certificate).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF ARSENAL

Arsenal Vascular represents and warrants to Newco that the statements contained in this Article III are true and correct as of the date of this Agreement.

3.1 Organization and Corporate Power. Arsenal Vascular is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authorization of the Transaction. Arsenal Vascular has all requisite power and authority to execute and deliver this Agreement and the Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery by Arsenal Vascular of this Agreement and the Transaction Documents and the consummation by Arsenal Vascular of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Arsenal Vascular. This Agreement has been duly and validly executed and delivered by Arsenal Vascular and constitutes, and the Transaction Documents, upon their execution and delivery by Arsenal Vascular, will constitute, valid and binding obligations of Arsenal Vascular, enforceable against it in accordance with their respective terms.

3.3 Noncontravention. Neither the execution and delivery by Arsenal Vascular of this Agreement or the Transaction Documents nor the consummation by Arsenal Vascular of the transactions contemplated hereby or thereby, will (a) conflict with or violate any provision of the Certificate of Incorporation or by-laws of Arsenal Vascular, (b) require on the part of Arsenal Vascular any filing with, or permit, authorization, consent or approval of, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency (a "Governmental Entity"), except as shall have been obtained or made and as are in full force and effect, (c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which Arsenal Vascular is a party or by which it is bound or to which any of its assets is subject, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Arsenal Vascular or any of its properties or assets.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF NEWCO

Newco represents and warrants to Arsenal Vascular that the statements contained in this Article IV are true and correct as of the date of this Agreement and will be true and correct as to the date of this Agreement.

4.1 Organization and Corporate Power. Newco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authorization of the Transaction. Newco has all requisite power and authority to execute and deliver this Agreement and the Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery by Newco of this Agreement and the Transaction Documents and the consummation by Newco of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Newco. This Agreement has been duly and validly executed and delivered by Newco and constitutes, and the Transaction Documents, upon their execution and delivery by Newco, will constitute, valid and binding obligations of Newco, enforceable against it in accordance with their respective terms.

4.3 Noncontravention. Neither the execution and delivery by Newco of this Agreement or the Transaction Documents nor the consummation by Newco of the transactions contemplated hereby or thereby, will (a) conflict with or violate any provision of the Certificate of Incorporation or by-laws of Newco, (b) require on the part of Newco any filing with, or permit, authorization, consent or approval of,

any Governmental Entity, except as shall have been obtained or made and as are in full force and effect, (c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which Newco is a party or by which it is bound or to which any of its assets is subject, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Newco or any of its properties or assets.

ARTICLE V

COVENANTS

5.1 Confidential Information. Except as the Parties may otherwise agree, neither Arsenal Vascular nor Newco shall disclose the other Party's Confidential Information (as defined below). As used herein, the term "Confidential Information" of a Party shall mean all information, whether or not in writing, of a private, secret or confidential nature concerning such Party's technology, business, business relationships or financial affairs. By way of illustration, but not limitation, Confidential Information includes a Party's inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, clinical data, financial data, personnel data, computer programs, customer and supplier lists and contacts at or knowledge of customers or prospective customers of such Party. Notwithstanding the foregoing, Confidential Information shall not include information (a) that becomes generally available to the public other than by disclosure in violation of the provisions of this Section 5.1, (b) that is required by law, regulation or court order to be disclosed, (c) that is lawfully disclosed to the receiving Party by a third party not under an obligation of confidentiality to the disclosing Party, or (d) is independently developed by the receiving Party without the benefit of the disclosed information.

5.2 Subsequent Consents and Transfers. In connection with the Spin-Off, Arsenal Vascular and Newco agree to use commercially reasonable efforts to obtain the approvals and consents set forth in Schedule II with respect to the agreements set forth therein. Upon the granting of such approval or consent with respect to each such agreement as set forth in Schedule II, and without further consideration:

(a) Arsenal Vascular shall transfer, convey and assign to Newco all of Arsenal Vascular's right, title and interest in, to and under the following (collectively, the "Subsequent Assets," and together with the Initial Assets, the "Contributed Assets"):

- (i) each such agreement listed in Schedule II;
- (ii) each asset or right listed in Schedule II with respect to each such agreement; and
- (iii) any assets or rights primarily relating to the Business (including, without limitation, any Patent Rights, Trademarks, contracts and licenses, Materials or Intangible Property Rights) developed or acquired by Arsenal Vascular in connection with such agreements, assets and rights listed on Schedule II after the date hereof but prior to the transfer of such agreements, assets or rights to Newco pursuant to this Section 5.2.

(b) Newco shall accept such transfer, assignment and conveyance and assume and agree to observe and perform all of the duties, obligations, terms, provisions and covenants under each such agreement;

(c) Arsenal Vascular and Newco shall execute an assignment and assumption agreement with respect to each such agreement in the form attached hereto as Exhibit A or in such other form as they shall mutually agree; and

(d) At any time and from time to time after the date of the granting of each such approval or consent, at the request of Newco and without further consideration, Arsenal Vascular shall execute and deliver such other instruments of sale, transfer, conveyance and assignment and take such actions as Newco may reasonably request to more effectively transfer, convey and assign to Newco, and to confirm Newco's rights to, title in and ownership of, such agreements, assets and rights and to place Newco in actual possession and operating control thereof.

5.3 Return of Inadvertently Transferred Arsenal Vascular Assets. Newco agrees that Arsenal Vascular shall not transfer, assign or convey to Newco under Section 5.2 any asset or right that is not primarily related to the Business. At any time and from time to time after the date hereof, at the request of Arsenal Vascular and without further consideration, Newco shall return to Arsenal Vascular any asset or right delivered to Newco by Arsenal Vascular hereunder to the extent such asset or right is not primarily related to the Business, and Newco shall take such actions in connection therewith as Arsenal Vascular may reasonably request.

ARTICLE VI

MISCELLANEOUS

6.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

6.2 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, with respect to the subject matter hereof.

6.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its performance obligations hereunder without the prior written approval of the other Party; provided, however, that notwithstanding the foregoing to the contrary, either Party may assign its rights and obligations hereunder without the prior written consent of the other Party in connection with the sale of all or substantially all of the business, shares of capital stock or assets of such Party.

6.4 Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

6.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.6 Governing Law. All matters arising out of or relating to this Agreement and the transactions contemplated hereby (including without limitation its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the Commonwealth of Massachusetts.

6.7 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver.

6.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.


6.9 Expenses. Arsenal Vascular shall bear all of the total costs and expenses (including legal fees and expenses) incurred in connection with this Agreement, the Spin-off and the transactions contemplated hereby and thereby.

6.10 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.


[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ARSENAL VASCULAR, INC.

By: 
Name: Earl M. Collier, Jr.
Title: Chief Executive officer

ARSENAL MEDICAL, INC.

By: 
Name: Earl M. Collier, Jr.
Title: President

Signature Page to Contribution Agreement

SCHEDULE I – Initial Assets

(a) Patent and Patent Applications

- Drug Loaded Fibers (7061332001) US 12/620,334; PCT/US10/57010; UK 1019445.4
- Fiber Composite Structure (7300091001) US 61/368,095
- Fiber Composites for Treatment of Fungal Infections (7305721001) US 61/437,881
- Compositions and Methods for Treating Joint Conditions (7061012001) US 61/304846

(b) Trademarks

AxioCore
Arsenal Medical
Arsenal Medical domain name

(c) Contracts and Licenses

- Grant proposal titled “Investigation of drug transport from a linear polymeric implant in the epidural space”. Submitted to National Institute for Drug Abuse on or around June 5, 2011.
- Grant proposal titled “Abuse-resistant device for extended release of opioids for treating chronic pain”. Submitted to National Institute for Drug Abuse SBIR program on April 5, 2010. Reference number R43 DA030827-01.
- Consulting agreements between Arsenal Medical and the following: Dr. Chris Bernards, Dr. Christoph Stein, Dr. Jason Miller, Dr. Anothony Schena and Andy Carter (Accent Biomedical)
- Confidential disclosure agreements between Arsenal Medical, Inc. and the following: Purdue Pharmaceuticals, Sanofi-Aventis, Medtronic Biologics, BASF, M.D. Anderson Cancer Center, Dr. Marc Brenner

(d) Materials

- General
 - Balances (serial numbers: Mettler #112901491, #1127282459, #1127292593; Sartorius #18308978; Other #1129031307)
 - Balance enclosure (Air Clean Systems serial number #867)
- Electrospinning setup
 - Two humidity boxes
 - One camera vision system
 - Two camera vision system
 - Dehumidifier controller (model #5112; serial #127)
 - Large convection oven (VWR Model#1365DP-2; serial#1100502)
 - Small convection oven (VWR Model#1330FM; serial#0300503)
 - Overhead stirrers (Heidolph serial #080707028, #120707334, #070807744, #050807605, #070807745, #070807743, #347708070, #031109545, #0810009075)
 - Gamma high voltage power supplies (Omono Beach serial #22-1006, #04-0308, #24-0508, #39-0608, #28-1108-02; VWR serial #28-1108-10)
 - Gamma extra high voltage power supply (serial #94010B14)
 - Microscope (Olympus CX31)
 - Static field meter (ACL Staticide serial #57077)

- Andre Motor and control box
- Glove box (x2)
- Vacuum pump (Barnant Company serial #D0802229; Thermo-Scientific Model #420-1901)
- Voltage isolator (Tripp-Lite)
- Temperature and humidity microcontroller (Model #5100-240)
- Syringe pumps (KD Scientific serial #203074, #106660, #108883, #110169, #109836)
- Lab computers for electrospinning equipment
- Records, lab notebooks, chronological files, computer data, emails, and correspondence of the following Arsenal Medical, Inc. personnel: Toby Freyman, Rany Busold, Jennifer Mortensen, Adam Rago, Parisa Zamiri, Upma Sharma, John Marini, Quynh Pham, Xuri Yan, Greg Zugates, John Caulkins, Robert Mulligan, Meghan McGill

(e) Other Intangible Property Rights

- Internal IDFs: IDF-090210 Acute Release of Drug from Electrospun Fiber Yarns and/or Ropes; IDF-022411 Implant Locations for Fiber Composites of Nail Fungal Infections; IDF-102510 Fibers for Treatment of Fungal Infections; IDF-012210 Electrospun Fiber Patch; IDF-102209 Implantable Polymeric Devices for Delivery of Vaccines; IDF-113009 Linear Implants for Reduced Dosing of Opioids for Pain Management; IDF-092909 Methods for Retention & Retrieval of a Polymeric Implant Neural Space; IDF-091709 Magnetically Actuated Drug-Releasing Polymeric Devices; IDF-051407A Rapid Room-Temperature Curing Method to Make Elastomers; IDF-033009 Applications of Drug Loaded Yarns for Sustained Local Drug Delivery; IDF-032309 Injectable Tubes for Localized Sustained Release of Therapeutics; IDF-022509 Drug Loaded Fibers for Pulmonary Drug Delivery; IDF-032709 Drug Loaded Fiber Yarns for Sustained Localized Therapy; IDF-013009 Drug Loaded Tubes for Sustained Local Delivery; IDF-011509 Method to Cut or Fabricate Short Drug Loaded Fibers; IDF-110408 Drug Releasing Patch; IDF-092208 Injectable Fibers & Methods of Use; IDF-062308A Coaxial Electrospinning for Local Delivery of Dexamethasone;
- Unnumbered Internal IDFs (file name on IP Share): PGS Concentrations and Ratios; Curing of Biodegradable Elastomers (08 23 06.pdf); In Situ Crosslinking of Biodegradable Elastomers (07 23 06 B.pdf); Fiber Scaffolds with a Nonporous Layer (06 26 07 A.pdf); Drug Delivery through Fingernails and Toenails (04 11 06 A.pdf); Biodegradable Elastomers (03 27 07.pdf); Multilayer Fiber Scaffolds (02 13 07 B.pdf); Reinforced Biomaterials (01 02 07.pdf)

**SCHEDULE II – Contracts Requiring Subsequent Approval or Consent
and Subsequent Assets**

1. **Consent to transfer Research Contract Award between the Company and US Army Research Office/DARPA dated as of June 29, 2010**

Assets and rights related to such agreement:

Patent Rights

- Systems and Methods Relating to Polymer Foams (7061428005) US 12/862,362
- Systems and Methods Relating to Polymer Foams US 61/236,314 (provisional)

Contracts and licenses

- “Self-Expanding, Tough Biodegradable Elastomers for Wound Stasis” Contract # W911NF-10-C-0089, Effective on 01 July 2010. Issued by: US ARMY RDECOM ACQ CTR – W911NF
- Research Subcontract between Massachusetts General Hospital and Arsenal Medical, Inc. (MGH Agreement No: A206608) effective as of July 1, 2010 and dated as of November 11, 2010.
- Research Services Agreement between Ancora Pharmaceuticals, Inc. and Arsenal Medical, Inc. dated as of August 13, 2010 and amended as of January 27, 2011.
- Research Subcontract between Sanford-Burnham Medical Research Institute and Arsenal Medical, Inc. dated as of November 1, 2010.
- Research Services Agreement between Tanaka Kapec Design Group, Inc. and Arsenal Medical, Inc. dated as of July 30, 2010 and amended as of May 3, 2011.
- Research Services Agreement between Troy Polymers, Inc. and Arsenal Medical, Inc. dated as of August 31, 2010.
- Pre-Proposal titled “Post Amputation-Pain Control: Novel Modality for Localized Drug Delivery”. Submitted to U.S. Army Medical Research and Materiel Command on April 6, 2011. ERMS # 11095011 and UID # 000168616.

Materials

- 2 Dynastat delivery system (Ashby-Cross serial#: D2-1014, D2-194)
- Digital viscometer (Brookfield serial #6531202)
- Convection oven (VWR Gage ID# CH045)
- Balance (Mettler Toledo Model #ML204-03, serial #B112123206)
- Overhead stirrers (serial #347708070, #031109545, #0810009075)
- Intangible Property Rights
- Internal IDFs IDF-030211 Targeting of Injured Tissue with Ligands; IDF-011711 In Situ Forming Foam Implant Containing Hemostatic Agents; IDF-092110 In Situ Forming Foam Implants; IDF-082310 Delivery Systems for In Situ Forming Hemostatic Foam Implants

2. Consent to transfer NIST Cooperative Agreement: “Critical process advance to transform production rates of core-sheath electrospun fibers enables manufacturing of micro- and nanofibrous devices in practical commercial volumes” Award # 70NANB11H004, Effective on February 1, 2011. Issued by: U.S. Department of Commerce

Rights and assets related to such agreement:

Patent Rights

- Electrospinning Process (7305731001) US 61/437,886

Contracts and licenses

- “Critical process advance to transform production rates of core-sheath electrospun fibers enables manufacturing of micro- and nanofibrous devices in practical commercial volumes” Award # 70NANB11H004, Effective on February 1, 2011. Issued by: U.S. Department of Commerce
- Consulting Agreement between Dr. Michael Brenner and Arsenal Medical, Inc. dated March 4, 2011
- Consulting Agreement between Dr. Gregory Rutledge and Arsenal Medical, Inc. dated March 4, 2011

Materials

- Microbalance (ME5-Electronic Analytical Balance serial #26407345)
- Lathe Mill (Shop Fox M1018; serial# 201008128)
- HPLC (Waters model#s: 1515; 2487; 717, serial#s M0315P-830M; M04487655M; D9971P104M)

Intangible Property Rights

- Internal IDF#s IDF-061110 Electrospinning with Slit Cylinder; IDF-061110 Free Liquid Surface Electrospinning with Slit Cylinder for High Throughput Core-Sheath Fibers

3. Consent to transfer Gates contract: “Novel hemostatic foam to treat post-partum hemorrhage” Grand Challenges Explorations Grant # OPP1036064, Effective on May 1, 2011. Issued by: Bill & Melinda Gates Foundation

Rights and assets related to such agreement:

Patent Rights

- Any patent applications related to the treatment of post-partum hemorrhage

Contracts and licenses

- “Novel hemostatic foam to treat post-partum hemorrhage” Grand Challenges Explorations Grant # OPP1036064, Effective on May 1, 2011. Issued by: Bill & Melinda Gates Foundation

Intangible Property Rights

- Internal IDF# IDF-092210 Hemostatic Foam and Delivery System for Treatment of Post-Partum Hemorrhage

Exhibit A

Form of Assumption Agreement

Exhibit B

Transition Services Agreement

Exhibit C
License Agreement

Exhibit D

Collaboration Agreement

Exhibit E
Trademark Agreement

Exhibit F

2005 Equity Incentive Plan

Exhibit G-1

Vascular Series A Preferred Stock Matters

Exhibit G-2

Prior Certificate of Incorporation