

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Kenneth A. McGowan</td> <td>07/14/2011</td> </tr> <tr> <td>Westmoreland Advanced Materials, LLC</td> <td>07/14/2011</td> </tr> </tbody> </table>		Name	Execution Date	Kenneth A. McGowan	07/14/2011	Westmoreland Advanced Materials, LLC	07/14/2011				
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<table border="1"> <tr> <td>Name:</td> <td>CAberTech, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>344 Raymaley Road</td> </tr> <tr> <td>City:</td> <td>Harrison City</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>15636</td> </tr> </table>		Name:	CAberTech, Inc.	Street Address:	344 Raymaley Road	City:	Harrison City	State/Country:	PENNSYLVANIA	Postal Code:	15636
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PROPERTY NUMBERS Total: 4											
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CORRESPONDENCE DATA											
Fax Number:	(412)562-1041										
Phone:	412-562-3978										
Email:	vicki.cremonese@bipc.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:	Craig G. Cochenour										
Address Line 1:	301 Grant Street										
Address Line 2:	20th Floor										
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219										
ATTORNEY DOCKET NUMBER:	0079453-000007										

NAME OF SUBMITTER:

Craig G. Cochenour

Total Attachments: 3

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ASSIGNMENT AND AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration received, we, Kenneth A. McGowan, an individual, residing at 344 Raymaley Road, Harrison City, Pennsylvania 15636, USA, and Westmoreland Advanced Materials, LLC, having an office at 110 Riverview Drive, Riverfront Industrial Park, Monessen, Pennsylvania 15062-1067, USA (hereinafter the assignors) hereby assign and transfer to CABerTech, Inc., a Delaware corporation having an office at 344 Raymaley Road, Harrison City, Pennsylvania 15636, USA, and its respective successors, assigns and legal representatives (hereinafter the assignee), the entire right, title and interest, for all countries in and to certain inventions, applications (as described herein and including the applications and patent(s) set forth below) and any patents relating to "Artificial Bone and Joint Compositions and Methods of Use and Manufacture" and described in U.S. Provisional Patent Application No. 60/497,999 filed on August 25, 2003, and U.S. Patent Application 10/924,502 filed on August 24, 2004, now U.S. Patent No. 7,772, 146, granted on August 10, 2010, and U.S. Patent Application No. 11/807,393 filed on May 29, 2007, and U.S. Patent Application No. 12/852,795 filed on August 9, 2010, in the United States Patent and Trademark Office, and in any and all application(s) for Letters Patent(s) of the United States and its territories and all foreign countries and any Letters Patent(s) which may issue therefor in the United States and its territories and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, including all the right to apply for Letters Patent(s) in each foreign country and the United States of America and its territories, in its own name and to claim any and all priority rights and any and all benefits under the International Convention for the Protection of Industrial Property, other conventions, treaties, or otherwise associated therewith for each country and the United States of America and its territories under any and all Letters Patent(s) which may be granted therefor, under any and all application(s), extensions, divisions, reissues, continuations, continuations-in-part, and renewals of said Letters Patent(s), said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent(s) and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the assignors had this Assignment and Agreement not been made.

The Commissioner of Patents and Trademarks for the United States of America is requested to issue such Letters Patent(s) in accordance herewith, and we request that any and all Letters Patent(s) for said inventions, and applications be issued to said assignee, its respective successors, assigns and legal representatives, or to such nominees as said assignee may designate.

We covenant that we are the lawful owners of the said application(s), Letters Patent(s), apparatus, inventions, discoveries and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said apparatus, inventions, discoveries or improvements or any of them, application(s), and Letters Patent(s) and that we have the full right to make this Assignment.

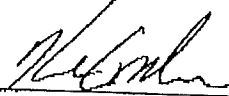
We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining Letters Patent(s) for said inventions in any and all

countries and for vesting title thereto in said assignee, its respective successors, assigns, and legal representatives or nominees.

And for said consideration, each assignor agrees that each will communicate to said assignee or the representatives thereof any facts known to us respecting said apparatus, inventions, discoveries and improvements, and will, upon request, but without expense to each of said assignors, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned, and, in the event of any application(s) or Letters Patent(s) assigned herein becoming involved in an interference, to cooperate to the best of the ability of the undersigned assignors in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. This Assignment and Agreement shall be binding upon each of the assignors' heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.


And for said consideration, each of the undersigned assignors hereby agree to execute, at the request of said assignee, all documents in connection with any application for foreign Letters Patent(s) therefor.

Executed: July 14, 2011


Kenneth A. McGowan, an individual (assignor)

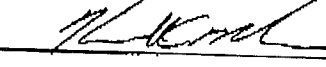
Westmoreland Advanced Materials, LLC (assignor)

Executed: July 14, 2011

By: 
Kenneth A. McGowan, President

ASSIGNMENT ACCEPTED: CAberTech, Inc. (assignee)

Executed: July 14, 2011

By: 
Kenneth A. McGowan, President

Commonwealth of Pennsylvania

SS:

County of WESTMORELAND

Before me, a Notary Public in and for the said County and State, personally appeared Kenneth A. McGowan, an individual, who acknowledged that he is the person who executed the foregoing Assignment and Agreement and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 14TH day of July, 2011.

(Notarial Seal)

Sharon E. Berginc
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sharon E. Berginc, Notary Public
Penn Twp., Westmoreland County
My Commission Expires Nov. 10, 2011

Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania

SS:

County of WESTMORELAND

Before me, a Notary Public in and for the said County and State, personally appeared Kenneth A. McGowan, President, Westmoreland Advanced Materials, LLC, who acknowledged that he is the person who executed the foregoing Assignment and Agreement and acknowledged it to be his free and voluntary act and deed.

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