

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
ModMed Therapeutics, Inc.	06/27/2001
RECEIVING PARTY DATA	
Name:	Allegiance Corporation
Street Address:	1500 Waukegan Road
City:	McGaw Park
State/Country:	ILLINOIS
Postal Code:	60085-6787
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12149976
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
Phone:	312-321-4200
Email:	usassignments@brinkshofer.com, tcopeland@usebrinks.com, mdelarosa@usebrinks.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:	Brinks Hofer Gilson & Lione
Address Line 1:	P. O BOX 10395
Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	13990-620
NAME OF SUBMITTER:	/Trevor K. Copeland
Total Attachments: 6 source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page1.tif source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page2.tif source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page3.tif source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page4.tif source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page5.tif source=A2_2001-06-19 [REDACTED for recordal] ModMed Allegiance Cardinal license agreement#page6.tif	

CH \$40.00 12149976



a Cardinal Health company

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Special Procedures/Thermal
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McGaw Park, Illinois 60085-6787*

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www.cardinal.com*

June 19, 2001

ModMed Therapeutics, Inc.
125 Baltic Circle
Tampa, Florida 33606
Attention: Dr. Avery J. Evans
Dr. Josephine Evans

Dear Avery and Josephine:

This letter sets forth the agreement among the Special Procedures business unit of Allegiance Healthcare Corporation ("Allegiance"), ModMed Therapeutics, Inc. ("ModMed"), Dr. Avery J. Evans ("Avery") and Dr. Josephine Evans ("Josephine") (ModMed, Avery and Josephine are hereinafter collectively referred to as the "ModMed Group"), for Allegiance to be granted the exclusive license to the technology related to, and required to commercialize, the cement delivery systems to be used with respect to medical procedures including, without limitation, vertebroplasty procedures that involve the percutaneous application of bone cement (individually and collectively, the "Product").

Allegiance and each of the ModMed Group agree as follows:

1. Grant of License. Each of the ModMed Group and their Affiliates (as hereinafter defined) hereby grant to Allegiance the worldwide, exclusive right and license (exclusive even as to each of the ModMed Group and their Affiliates) to make, have made, use, practice, develop, make derivative works of and/or improvements to, copy, offer for sale, import, display, promote, market, distribute and sell the Product including, without limitation, under any and all United States of America and foreign patents and patent rights (including, without limitation, any patent applications, continuations, continuations-in-part, divisions, reissues, substitutions or extensions), copyrights, design rights, know-how, data, trade secrets, confidential information, other intellectual property and prototypes embodying any of the Product or covering (including, without limitation, by one or more claims) any of the Product (collectively the "Technology").

As used herein, Product includes any cement delivery systems to be used with respect to medical procedures including, without limitation, vertebroplasty procedures, derived by, covered by, expressed by, made or produced using any of the Technology. Upon prior written notice to the ModMed Group,

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Dr. Josephine Evans
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Allegiance shall have the right to sublicense the Technology to third parties to make, have made, use, practice, develop, make derivative works of and/or improvements to, copy, offer for sale, import, display, promote, market, distribute and sell the Product. Allegiance shall be responsible for compliance by sublicensees with the terms and conditions of this agreement, including, without limitation, the requirement that any such sublicensees be subject to a non-disclosure agreement.

2. Product Development.

(a) The ModMed Group acknowledges and agrees that the Product requires further development before it may be commercialized and sold as a product.

5. Prosecution And Maintenance Of Patent Portfolio.

(a) During the term of this agreement, and subject to the provisions of this Section 5, Allegiance shall be solely responsible for filing patent applications, prosecuting and maintaining the patents with respect to the Product, any Improvement and the Technology in the countries listed on Schedule 7 attached (collectively the "Patent Portfolio"), and each of the ModMed Group shall, and shall cause its patent counsel to, provide Allegiance with full and timely cooperation with respect to prosecuting and maintaining the patents, including, without limitation, providing copies of all files and matters related to the prosecution of the patent rights, including without limitation any office actions and correspondence with any filing authority. Allegiance shall pay when due all Patent Costs (as hereinafter defined) incurred after the date of this agreement with respect to the Patent Portfolio. Upon Avery's written request, Allegiance shall use reasonable commercial efforts to provide Avery with copies of all official

actions and other communications received by Allegiance or its patent counsel with respect to the Patent Portfolio.

(b) Each of the ModMed Group agrees to cooperate with Allegiance in the preparation, filing, prosecution and maintenance of the Patent Portfolio by disclosing to Allegiance and its designated patent counsel such information as may be necessary and appropriate for such efforts and by promptly executing and delivering to Allegiance such documents as Allegiance may request to affect such efforts, including, without limitation, all powers of attorney and authorizations of agents. Each of the ModMed Group shall bear their own costs in connection with its, his or her cooperation with Allegiance under this Section 5. All patent applications and patents covering the Product, any Improvement or Technology, whether now or hereafter existing, shall be filed, prosecuted and maintained in ModMed's name and shall be subject to this agreement and the grant of right and license to Allegiance hereunder and be deemed part of the Technology.

25. Memorandum of License. The ModMed Group acknowledges and agrees that Allegiance shall have the right to file with the USPTO, Register of Copyrights and any other public registry or filing system a Memorandum of License in a form satisfactory to Allegiance summarizing the terms and conditions of this agreement to be executed by the ModMed Group and Allegiance.

26. Final Writing. This agreement, and the Schedules attached hereto and incorporated herein by this reference thereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any other agreement, either oral or written. The recitals, including any definitions of terms, appearing at the beginning of this agreement are incorporated into its terms and conditions in full by this reference thereto.

27. Amendments. No modification or amendment of this agreement shall be effective unless made in writing and signed by a duly authorized representative of Allegiance and at least Avery, Josephine and ModMed of the ModMed Group.

28. Governing Law; Jurisdiction. This agreement shall be governed by and enforced in accordance with the laws and decisions of the State of Illinois, excluding Illinois' choice of law rules. Each of the parties to this agreement consents to the personal jurisdiction and venue of the courts, state and federal, located in the County of Cook, State of Illinois.

29. Waiver. The failure of any party to seek redress for breach, or to insist upon the strict performance, of any covenant or term or condition of this agreement shall not prevent a subsequent act, which would have originally constituted a breach, from having the effect of an original breach. To be binding, a waiver of any terms or conditions of this agreement must be set forth in writing and consented to by the party against whom the waiver is to operate, but in the case of a waiver by the ModMed Group, at least the consent of Avery, Josephine and ModMed.

30. Counterparts. 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. Each party shall have the right to rely on a facsimile signature of this agreement, and

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each party shall, if another party so requests, provide an originally signed copy of this agreement to the other parties.

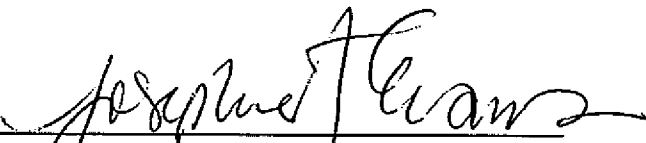
AGREED TO AND ACCEPTED:

MODMED THERAPEUTICS, INC.

By: AVERY J. EVANS 6/27/01

Title: President


DR. AVERY J. EVANS


DR. JOSEPHINE EVANS
6/27/01