

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nexeon MedSystems, Inc.	01/27/2011
RECEIVING PARTY DATA	
Name:	Nexeon Stent, Inc.
Street Address:	900 Virginia Street, East
Internal Address:	Suite 600
City:	Charleston
State/Country:	WEST VIRGINIA
Postal Code:	25301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12941591
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	C038-7023US5
NAME OF SUBMITTER:	Carol L. Cole
Total Attachments: 9 source=nexeon_to-nexeon#page1.tif source=nexeon_to-nexeon#page2.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 27th day of January, 2011, the Effective Date of this Agreement, by and between Nexeon MedSystems, Inc. ("Nexeon"), a Delaware corporation located at 900 Virginia Street, East, Suite 600, Charleston, West Virginia 25301 and Nexeon Stent, Inc. (the "Company"), a Delaware corporation and a wholly-owned subsidiary of Nexeon having the same corporate address.

WHEREAS, pursuant to the execution of an Asset Purchase Agreement and Patent Assignment dated June 28, 2005 (the "*Kentucky Oil Assignment Agreement*"), PARAGON INTELLECTUAL PROPERTIES, LLC (a predecessor-in-interest to Nexeon) received from KENTUCKY OIL N.V. certain rights, titles and interests in all intellectual property, available at that time, related to the inventions known as Biflex Technology, and in which KENTUCKY OIL N.V. was granted *a worldwide, royalty free, exclusive and transferable license, with the right to sub-license, to make, have made, use, import, offer for sale, have said, and sell products for any and all applications subject to the Kentucky Oil Rights* as defined by the Asset Purchase Agreement and Patent Assignment previously executed with ABBOTT LABORATORIES VASCULAR ENTERPRISES, LTD. referenced below (the "*K.O. Rights*"),

WHEREAS, pursuant to the execution of an Asset Purchase Agreement and Patent Assignment dated November 12, 2004, KENTUCKY OIL N.V. received from ABBOTT LABORATORIES VASCULAR ENTERPRISES, LTD. certain rights, titles and interests in all intellectual property, available at that time, related to the inventions known as Biflex Technology, in which the rights received by KENTUCKY OIL N.V. were defined as "all non-medical applications as well as applications *for polymer-based stents, including without limitation biodegradable stents*" (the latter *in italics* reserved on behalf of Abbott by KENTUCKY OIL N.V., referenced herein as the "*Abbott Rights*"),

WHEREAS, Nexeon intends to transfer to Company the entire rights, titles, and interests in the Company Rights (as defined herein), which includes all intellectual property relating to the inventions known as Biflex Technology, possessed, controlled, and/or owned by Nexeon as of the Effective Date of this Agreement, which includes the original Besselink patents and further technical developments and/or improvements conceived since June 28, 2005, and

WHEREAS, for the purposes of this Agreement, the term "*Company Rights*" means the full scope of *rights for the use of Biflex Technology, including the unrestricted rights to manufacture and commercialize any products incorporating the Biflex Technology for all conceivable medical applications, including diagnostic and therapeutic applications* (with the specific exception of certain Abbott Rights), and shall include any and all: (a) issued patents, pending patent applications, any and all provisional applications, nonprovisional applications, divisional applications, continuing applications, continuation-in-part applications, reissue applications, including foreign counterparts of any of the foregoing, which shall include certificates of invention, applications for certificates of invention, priority rights, certificates of addition, any patents which may issue there from, any reissues, renewals, substitutions, registrations, confirmations, revalidations, extensions or other governmental ruling that

effectively extend the period of exclusivity by the patent holder of and to any such patents or patent applications, including patent rights listed under Schedule A; (b) future improvements relating to the Biflex Technology; (c) trade secrets relating to any aspect of stent manufacturing relating to the use of Biflex Technology and/or related commercialization activities; (d) content of relevant technical documentation that qualifies as intellectual property; including certain technical, clinical, and/or regulatory information and conclusions generated during product development; (e) relevant know-how relating to the use of Biflex Technology for any commercialization efforts or activities; and (f) certain US trademarks listed under Schedule B.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and No Cents (\$10.00), cash in hand paid by Nexeon to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nexeon does hereby sell, assign, transfer, convey and deliver all rights, titles and interests in the Company Rights (as defined herein):

1. Transfer and Assignment of Company Rights:

a. Patent Transfer and Assignment. Nexeon transfers and assigns the Company Rights to Company, which includes the right to sell, assign, and/or grant licenses without any restrictions, and includes the right to make (or have made), to use, to import, to offer for sale, and to sell products incorporating the Biflex Technology referenced in Schedule A. As defined in this Agreement, Company Rights are not in conflict with Abbott Rights or K.O. Rights, as the respective rights held by these parties are mutually exclusive.

b. Transfer of Non-Patent Intellectual Property Rights. Nexeon transfers to Company: (i) the rights to future improvements to the Company Rights, including but not limited to the Biflex Technology without regard to the form of these improvements that may qualify for protection as trade secrets, patent applications, and/or the new medical applications incorporating the use of Biflex Technology; (ii) trade secrets relating to any aspect of stent manufacturing relating to the Company Rights, including but not limited to the use of Biflex Technology and/or related commercialization activities; (iii) content of relevant technical documentation that qualifies as intellectual property; including certain technical, clinical, and/or regulatory information and conclusions generated during product development; and (iv) relevant know-how relating to the use of Company Rights, including but not limited to the Biflex Technology for any commercialization efforts or activities.

c. Transfer of Trademarks. Nexeon transfers to Company certain US trademarks listed and incorporated herein under Schedule B.

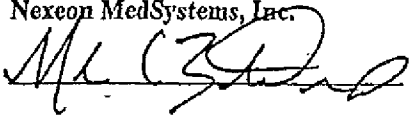
2. Enforcement Rights: The transfer of Company Rights imparts Company with an unrestricted right to seek enforcement of intellectual property rights granted under the law to the fullest extent, including the right to sue for damages, the right to file for injunctive relief, and the right to seek other remedies arising from the infringement of any and all intellectual property rights against third parties.


3. Representation and Warranties: Nexeon represents and warrants to Company as follows:
- a. Nexeon is the recorded owner of all US issued patents, all foreign issued patents, and all pending patent applications listed under Schedule A, and is the recorded owner of US trademarks listed under Schedule B;
 - b. Nexeon has not assigned any of the Company Rights or the Trademarks, or transferred any of the Company Rights or the Trademarks in any manner, or encumbered all or any part of the Company Rights, or pledged all or any part of the Company Rights or the Trademarks as security for any obligations or indebtedness whatsoever as of the Effective Date of this Agreement; and
 - c. Nexeon has paid all patent fees and legal service expenses related to Company Rights incurred as of the Effective Date of this Agreement, including maintenance fees, taxes, annuities, and US and foreign patent attorney fees relating to the representation of Nexeon patent portfolio listed under Schedule A, and trademark fees and trademark legal service expenses related to the trademark portfolio listed under Schedule B, and has maintained all patent applications, including patents covering improvements, in good standing in all countries in which the patents have been issued or filed as of the Effective Date of this Agreement.
4. Company Obligations:
- a. Acknowledgement of K.O. Rights: Company acknowledges that the license granting K.O. Rights (as defined in the Kentucky Oil Assignment Agreement as all non-medical applications as well as applications for polymer-based stents, including without limitation, biodegradable stents) to KENTUCKY OIL N.V. pursuant to Section 5 of the Kentucky Oil Assignment Agreement is an irrevocable license. Company hereby agrees to honor this license of the K.O. Rights to KENTUCKY OIL N.V. following the Effective Date of this Agreement.
 - b. Patent Prosecution Responsibilities: Company agrees to honor and assume the patent prosecution responsibilities expected of Nexeon pursuant to Section 6 of the Kentucky Oil Assignment Agreement, namely to maintain any and all patents as described under the terms and conditions as set forth under Section 6 of the Kentucky Oil Assignment Agreement, including the on-going patent prosecution obligations expected of Nexeon as set forth in the letter agreements dated October 31, 2008 and September 29, 2009 to protect the value of the intellectual property portfolio.
5. Governing Law and Jurisdiction:
- a. Governing Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws.

- b. Consent to Jurisdiction. The parties consent to the jurisdiction of federal and state courts situated in the State of Delaware for any legal action brought by either Party related to the breach and/or enforcement of this Agreement and any ancillary documents incorporated into this agreement.
6. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or responsibilities of Nexeon or Company under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not part of this Agreement; and (c) the remaining provisions of this Agreement will remain in full force and effect, and will not be affected by the illegal, invalid or unenforceable provision or its severance from this Agreement.
7. Further Assurance: Nexeon hereby covenants that it will, from time to time, at the request of Company, execute and deliver any additional documents to effectuate the transfer and assignment of the Company Rights, and will take further actions as requested by the Company when reasonable and necessary in order to vest any and all Company Rights in the Company.
8. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties execute this Agreement below to take effect as of the Effective Date.

Nexeon: Nexeon MedSystems, Inc.
By: 
Name: Mark C. Bates
Title: Chief Executive Officer Date: 01-26-2011

Company: Nexeon Stent, Inc.
By: 
Name: Mark C. Bates
Title: President Date: 01-26-2011

Signature Page to IP Assignment Agreement

SCHEDULE A

Status	Family	Country	Patent No. / Publication No.	App. No.	Filing Date	Title
Patent	1	US	6,488,702	09/012843	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	US	7,828,836	10/270771	10/11/2002	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	US	7,758,628	10/782266	2/18/2004	Expandable Device Having Bistable Spring Construction
App	1	US	N/A	12/941591	11/08/2010	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	AT	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	AU	746009	60381/98	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	AU	774984	15662/02	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	AU	2004222707	2004222707	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	BE	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	BR	PI9806794-0	PI9806794-0	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	BR	PI9816192-0	PI9816192-0	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	CA	2278640	2278640	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
App	1	CA	N/A	2602435	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	CH	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	CN	ZL98802885.9	98802885.9	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
App	1	CN	CN1626048A	200410075199.0	1/23/1998	Bistable Spring Construction for Expandable Device
Patent	1	DE	698319354.4	98903673.6	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	EP	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
App	1	EP	1656892	-05022622.4	1/23/1998	Expandable Device Comprising Bistable Unit Cells

Patent	1	ES	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	FR	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	GB	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	IE	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	IL	131063	131063	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	IT	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	JP	4087905	1998-532144	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
App	1	JP	N/A	2007-334153	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	KR	573504	1019997006662	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	NL	0961597	98903673.6	1/23/1998	Bistable Spring Construction for a Stent
Patent	1	SG	66945	9903508-1	1/23/1998	Bistable Spring Construction for a Stent and Other Medical Apparatus
Patent	1	SG	161732	200407547-9	1/23/1998	Expandable Device Having Bistable Spring Construction
App	1 (CIP)	US	2006/0241739	11/317495	12/22/2005	Device Comprising Biodegradable Bistable or Multistable Cells and Methods of Use
App	1	CN	CN101374475A	200680052666.5	12/21/2006	Device Comprising Biodegradable Bistable or Multistable Cells and Methods of Use
App	1	EP	1962721	06848074.8	12/21/2006	Device Comprising Biodegradable Bistable or Multistable Cells and Methods of Use
App	1	IN	N/A	5394/DELNP/2008	12/21/2006	Device Comprising Biodegradable Bistable or Multistable Cells and Methods of Use
App	1 (CIP)	US	2006/0217795	11/391940	03/29/2006	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
App	1	AU	N/A	2007243708	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
App	1	CA	N/A	2647305	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use

App	1	CN	CN101431964A	200780015550.9	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
App	1	EP	1998714	07753961.7	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
App	1	JP	N/A	2009-502907	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
App	1	KR	N/A	10-2008-7026197	3/23/2007	Fracture-Resistant Helical Stent Incorporating Bistable Cells and Methods of Use
Patent	2	AU	2003255321	2003255321	7/29/2003	Apparatus for a Stent or Other Medical Device Having a Bistable Spring Construction
App	2	CA	N/A	2497519	7/29/2003	Apparatus for a Stent or Other Medical Device Having a Bistable Spring Construction
App	2	EP	1534184	03784110.3	7/29/2003	Apparatus for a Stent or Other Medical Device Having a Bistable Spring Construction
Patent	2	US	7,235,097	¹ 0/523959	11/18/2005	Apparatus for a Stent or Other Medical Device Having a Bistable Spring Construction
App	3	US	2008/0097571 A1	11/875718	10/19/2007	Deformable Lumen Support Devices and Methods of Use
App	3	AU	N/A	2007310953	10/19/2007	Deformable Lumen Support Devices and Methods of Use
App	3	EP	2094204	07854250.3	10/19/2007	Deformable Lumen Support Devices and Methods of Use
App	3	JP	N/A	2009-533580	10/19/2007	Deformable Lumen Support Devices and Methods of Use
App	4	US	N/A	61/306890	02/22/2010	Stent Interconnect
App	5	US	N/A	61/378330	08/30/2010	Expandable Device

SCHEDULE B

Mark	Filing Date	Serial No.
CITATION	April 12, 2010	85/011,600
CROSSBOW	April 12, 2010	85/011,596
INVERSION POINT	March 22, 2007	77/137,325
KODIAK	Sept. 19, 2007	77/283,235
Longbow	Jan 28, 2009	77/658,621
POWERBOW	June 15, 2010	85/063,803
RIVIERA	Jan 31, 2008	77/385,537
SHORTBOW	June 15, 2010	85/063,800
STRONGBOW	June 15, 2010	85/063,799
TRIAD STENT SYSTEM	Feb. 10, 2010	77/932,246