

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	LICENSE												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Warsaw Orthopedic, Inc.</td> <td>04/22/2013</td> </tr> </tbody> </table>		Name	Execution Date	Warsaw Orthopedic, Inc.	04/22/2013								
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Millenium Biologix, LLC</td> </tr> <tr> <td>Street Address:</td> <td>2323 S. 171st Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 106</td> </tr> <tr> <td>City:</td> <td>Omaha</td> </tr> <tr> <td>State/Country:</td> <td>NEBRASKA</td> </tr> <tr> <td>Postal Code:</td> <td>68130</td> </tr> </table>		Name:	Millenium Biologix, LLC	Street Address:	2323 S. 171st Street	Internal Address:	Suite 106	City:	Omaha	State/Country:	NEBRASKA	Postal Code:	68130
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PROPERTY NUMBERS Total: 5													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6323146</td> </tr> <tr> <td>Patent Number:</td> <td>6846493</td> </tr> <tr> <td>Patent Number:</td> <td>6585992</td> </tr> <tr> <td>Patent Number:</td> <td>RE41251</td> </tr> <tr> <td>Application Number:</td> <td>11738052</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6323146	Patent Number:	6846493	Patent Number:	6585992	Patent Number:	RE41251	Application Number:	11738052
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CORRESPONDENCE DATA													
Fax Number:	8324462424												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	832-446-2400												
Email:	WCPatent@counselip.com												
Correspondent Name:	Wong, Cabello, Lutsch, Rutherford & Bruc												
Address Line 1:	20333 State Highway 249												
Address Line 2:	6th Floor												
Address Line 4:	Houston, TEXAS 77070												
ATTORNEY DOCKET NUMBER:	1232-0003												

CH \$200.00 6323146

NAME OF SUBMITTER:	Terril Lewis
Signature:	/Terril Lewis/
Date:	09/23/2013
Total Attachments: 8 source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page1.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page2.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page3.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page4.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page5.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page6.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page7.tif source=1232-0003_Warsaw_Orthopedic_Inc_MB_LLC_Pat_Lic_Agrmt#page8.tif	

[REDACTED]

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EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT ("Agreement") is entered into this 22th day of April 2013, ("Effective Date") by and between Warsaw Orthopedic, Inc., an Indiana corporation, having a place of business at 2500 Silveus Crossing, Warsaw, Indiana 46581 ("WARSAW" or "LICENSOR"), and Millenium Biologix, LLC ("Millenium" or "LICENSEE"), a Nebraska limited liability company, having a place of business at 2323 S. 171st Street, Suite 106, Omaha, NE 68130.

RECITALS

A. WHEREAS Warsaw owns and is entitled to grant license rights with respect to certain Patent Rights (as defined below); and

B. WHEREAS Licensee desires to obtain an exclusive, royalty-free paid-up license to the Patent Rights in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

[REDACTED]

[REDACTED]

[REDACTED]

1.4 "Patent Rights" shall mean U.S. Patent No. 6,323,146 B1, U.S. Patent No. 6,846,493 B2, U.S. Patent No. 6,585,992 B2, Reissued Patent No. RE 41,251 E, and U.S. Patent Application No. 11/738,052.

[REDACTED]

A.J.B.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. LICENSE

2.1 Grant of Exclusive Rights. Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, an exclusive, royalty-free paid-up license, with the right to grant sublicenses, during the term of this Agreement to the Patent Rights and to develop, use, make, have made, practice, import, carry out, manufacture, have manufactured, offer for sale, sell and/or have sold Products in the Territory within the scope of the Patent Rights. Further, Licensor agrees that Licensee shall at its own discretion prosecute all causes of action arising under any of the Patent Rights during this Agreement as further provided in Sections 2.3 and 7. Licensee agrees that it will bear all expenses and fees for prosecuting any cause of action under the Patent Rights and proceeds from any assertion or licensing of the Patent Rights will be distributed as provided in Section 4.2.

2.2 Right to Sublicense or Assign Rights. Licensee shall have the right to grant sublicenses or to assign any or all of the rights granted hereunder consistent with this Agreement.

2.3 Right to Enforce Patent Rights. Licensee shall have the right, at its sole discretion, cost and expense, to prosecute infringement claims against any and all third parties who manufacture, sell, or otherwise use products and methods which constitute an infringement of the Patent Rights, including the right to sue for past damages.

3. REPRESENTATIONS AND WARRANTIES

3.1 Rights to Technology. Licensor represents and warrants to Licensee that, to the best of its actual, current knowledge (a) it has the right to grant the license in this Agreement, (b) it has not granted any license to the Patent Rights to any other party, (c) it has not sold any products covered by the Patent Rights, and (d) there are currently no claims, judgments or settlements to be paid by Licensor with respect to the Patent Rights.

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3.2 Access to Patent Rights. Licensor further represents and warrants to Licensee that it will provide Licensee with access to all of the Patent Rights upon execution of this Agreement.

[REDACTED]

5. MAINTENANCE OF PATENT RIGHTS

5.1 Expenses. Licensee shall pay all expenses in continued prosecution or maintenance of the Patent Rights at the U.S. Patent & Trademark Office from the Effective Date of this Agreement. Licensor shall exercise reasonable efforts to facilitate Licensee's interaction with the Inventors (to the extent they are available) with respect to the prosecution, maintenance and protection of the Patent Rights.

A.J.R.

6. TERM AND TERMINATION

6.1 Term. Unless earlier terminated as provided in Section 6.2 hereof, the term of this Agreement shall commence on the Effective Date and shall expire on the date upon which the last to expire of the Valid Claims within the Patent Rights.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

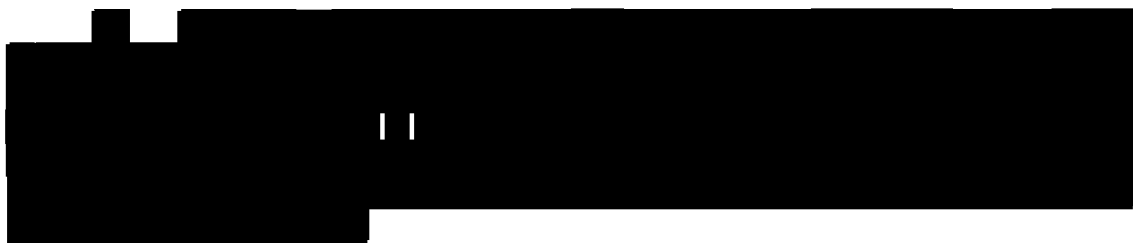
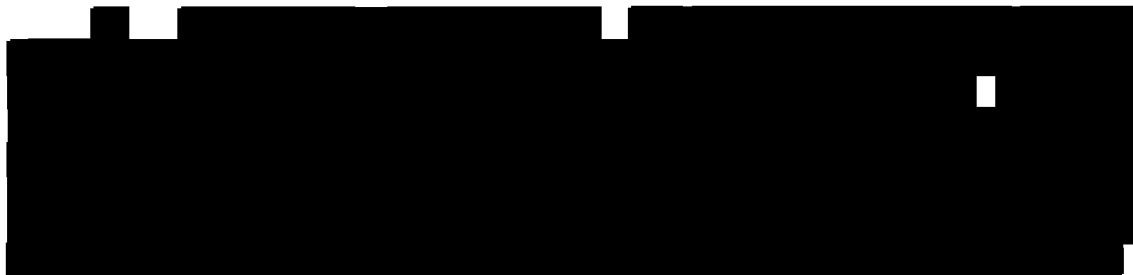
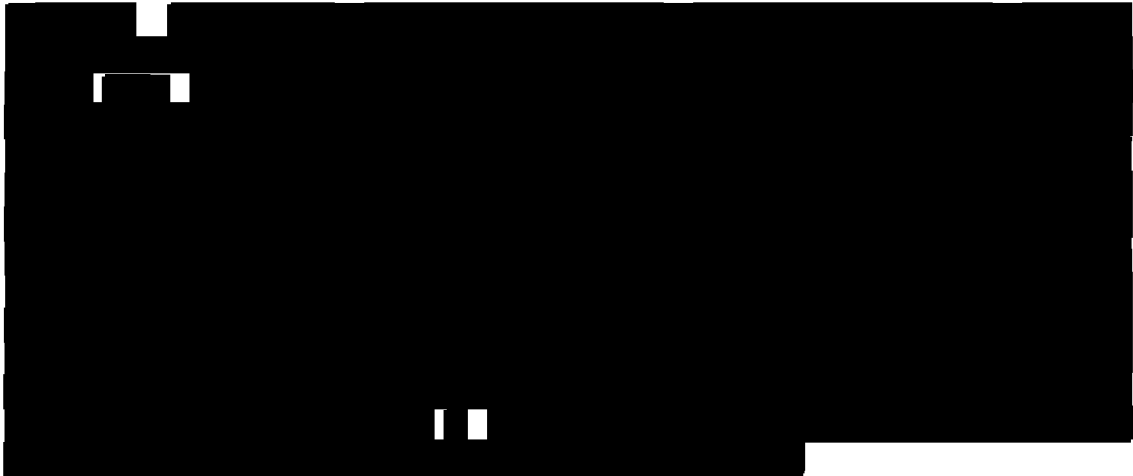
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q.G.B.



A.G.B.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. PATENT MARKING

In the event any Product is the subject of a patent under the Patent Rights, Licensor shall mark or have marked all products made, sold or otherwise disposed of by or on behalf of it or any of its Affiliates with the word "Patented" followed by the number of the licensed patent, or in any other manner compliant with the marking provision of 35 U.S.C. § 287(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ag.R.

[REDACTED]

aqb.

[REDACTED]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

“LICENSEE”:

MILLENIUM BIOLOGIX, LLC

By: André J. Bahou
André J. Bahou, Vice President &
Chief Legal Officer

Date: April 22, 2013

“LICENSOR”:

WARSAW ORTHOPEDIC, INC.

By: Brian W. Ellis
Brian W. Ellis, Vice President &
Chief Counsel

Date: April 22, 2013