

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2912789

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEPUY SPINE, LLC	12/30/2012
RECEIVING PARTY DATA		
Name:	HAND INNOVATIONS LLC	
Street Address:	8905 SW 87TH AVENUE	
Internal Address:	SUITE 220	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33176	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8241294	
CORRESPONDENCE DATA		
Fax Number:	(617)310-9000	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	cgardner@nutter.com	
Correspondent Name:	RONALD E. CAHILL	
Address Line 1:	NUTTER MCCLENNEN & FISH LLP	
Address Line 2:	155 SEAPORT BLVD	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	101896-1666	
NAME OF SUBMITTER:	RONALD E. CAHILL	
SIGNATURE:	/Ronald E. Cahill/	
DATE SIGNED:	06/25/2014	
Total Attachments: 17		
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is made effective as of December 30, 2012 (the "Effective Date"), by and between DePuy Spine, LLC, an Ohio limited liability company (the "Contributor"), and Hand Innovations LLC, a Delaware limited liability company (the "Recipient").

WHEREAS, the Contributor is the holder of 100 percent of the membership interests of the Recipient;

WHEREAS, the Contributor desires to make a contribution to the capital of the Recipient consisting of all of the Contributor's rights, title, and interest in and to the assets described on Schedule A (Step 17-4) hereto (the "Contributed Assets"), subject to the assumption by the Recipient of the liabilities and obligations described Schedule B hereto (the "Assumed Liabilities");

WHEREAS, the Recipient desires to accept the Contributed Assets and to assume the Assumed Liabilities on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein made, the parties hereto agree as follows:

Section 1. Contribution and Assumption.

(a) The Contributor hereby agrees, on the Effective Date, to contribute all of its rights, title, and interest in and to the Contributed Assets to the Recipient, and the Recipient hereby agrees to accept the Contributed Assets from the Contributor. Upon the completion of the transfer of the Contributed Assets, the Recipient shall be entitled to all benefits and burdens of ownership of the Contributed Assets, including the right to transfer the Recipient's interest therein to third parties.

(b) The Recipient hereby agrees, on the Effective Date, to assume the obligations and duties of the Contributor under the Assumed Liabilities, with the same force and effect as if the Recipient was an original party to the Assumed Liabilities. From and after such assumption, the Contributor shall have no further obligations in respect of the Assumed Liabilities.

(c) The Contributor is not receiving any cash or other property from the Recipient in exchange for the Contributed Assets. The Contributor is not performing any services for the Recipient in connection with the Contribution. The Contributed Assets are not being transferred in exchange for indebtedness of the Recipient or for the discharge of any indebtedness of the Recipient. No indebtedness will be created in favor of the Contributor in connection with the Contribution. Upon the completion of the transfer of the Contributed Assets, Contributor will not retain any rights to the Contributed Assets.

Section 2. Further Assurances. Each party hereto shall execute and deliver, or cause to be executed and delivered, such documents and instruments, reasonably satisfactory to the other

party hereto, as may be reasonably necessary or desirable to carry out or implement any provision of this Agreement and shall take all reasonable actions designed to vest in the Recipient ownership of the Contributed Assets, to perfect or enforce any interests or rights of the Recipient relating to the Contributed Assets, and to provide to the Recipient the full use, enjoyment, and possession of the Contributed Assets. In addition, each party shall provide, from time to time, such additional information and assistance as the other party may reasonably require to carry out the terms of this Agreement.

Section 3. Representations and Warranties of the Contributor. The Contributor represents and warrants to the Recipient as of the Effective Date as follows:

(a) *Organization and Standing.* The Contributor is a limited liability company duly organized, validly existing, and in good standing under the laws of Ohio.

(b) *Authority; Due Execution; Validity.* The execution, delivery, and performance of this Agreement have been duly authorized by all necessary company action on the part of the Contributor, and this Agreement has been duly executed and delivered by the Contributor. This Agreement constitutes a valid and binding obligation of the Contributor enforceable in accordance with its terms.

(c) *Ownership of the Contributed Assets.* The Contributor is the sole record and beneficial owner of the Contributed Assets, free and clear of any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, lien, charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemptive right, conversion, put, call or other claim or right, restriction on transfer, or preferential arrangement of any kind or nature whatsoever.

Section 4. Representations and Warranties of the Recipient. The Recipient represents and warrants to the Contributor as of the Effective Date as follows:

(a) *Organization and Standing.* The Recipient is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware.

(b) *Authority; Due Execution; Validity.* The execution, delivery, and performance of this Agreement have been duly authorized by all necessary company action on the part of the Recipient, and this Agreement has been duly executed and delivered by the Recipient. This Agreement constitutes a valid and binding obligation of the Recipient enforceable in accordance with its terms.

Section 5. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified in any respect or to any extent whatsoever, except by an instrument in writing, executed by each of the parties hereto.

(b) This Agreement is binding upon and inures to the benefit of the parties named herein and their respective successors and assigns.

(c) This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together constitute one and the same instrument.

(d) Each of the parties hereto shall pay its own expenses and costs incurred or to be incurred in negotiating, closing, and executing the transactions contemplated by this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the laws of Delaware.

(f) In the event that any of the provisions contained herein shall be invalid or unenforceable, then the remaining provisions shall be construed as if such invalid or unenforceable provisions were not contained herein.


(g) Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no person shall be deemed a third-party beneficiary under or by reason of this Agreement.

(h) The parties agree that they will cooperate and exchange all information relating to the Contributed Assets and the Assumed Liabilities subject to the continued protection of the attorney-client privilege, attorney work product immunity, and other privileges as needed to protect their respective interests.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

DEPUY SPINE, LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

HAND INNOVATIONS LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

[SIGNATURE PAGE OF CONTRIBUTION AGREEMENT]

Schedule A (Step 17-4)

Contributed Assets

DePuy Spine, LLC

(a) Other than the Excluded Assets as provided in (o) below, all intellectual property owned by the Contributor on the Effective Date, including:

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice); all improvements to any inventions; and all patents, patent applications, patent disclosures, utility models, certificates of invention and industrial designs, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, and reexaminations, and any patent or patent application that claims priority to any of the foregoing, including without limitation the properties listed in Schedule A-1 (Step 17-4);

(ii) all trade secrets and confidential business information, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), algorithms, test data, toxicology data, clinical data, analytical and quality control data, stability data and studies, marketing reports, customer information, business or financial information, supplier lists, and pricing and cost information;

(iii) any and all other intellectual property or proprietary rights not specifically identified in (a)(i) and (a)(ii);

(iv) all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing intellectual property listed in (a)(i), (a)(ii) or (a)(iii), including rights to recover damages for past, present and future violations thereof;

(v) all copies and tangible embodiments of the foregoing property listed in (a)(i), (a)(ii) or (a)(iii), (in whatever form or medium); and

(vi) all common law rights with respect to the foregoing property listed in (a)(i), (a)(ii) or (a)(iii).

(b) Any and all legally binding agreements, whether written or oral, entered into by the Contributor prior to the Effective Date that relate to the properties listed in (a)(i)-(vi) above ("Transferred Agreements"), including, without limitation, sales agreements, marketing agreements, manufacturing agreements, supply agreements, research agreements, development agreements, license agreements, consent agreements, consulting agreements, clinical agreements,

and settlement agreements, together with any amendments, restatements, supplements or other modifications thereto.

(c) The Trademark Assignment by and between DePuy Spine, Inc. (now known as DePuy Spine, LLC), as Assignor, and DePuy Synthes, Inc., as Assignee, dated December 30, 2012, and the Trademark License by and between DePuy Synthes, Inc., as Licensor, and DePuy Spine, Inc. (now known as DePuy Spine, LLC), as Licensee, dated December 30, 2012.

(d) All manufacturing and research and development assets owned by the Contributor on the Effective Date, including without limitation the assets listed in Schedule A-2 (Step 17-4);

(e) All intellectual property, manufacturing, and research and development assets owned by DePuy Orthopaedics, Inc., an Indiana corporation ("DePuy Orthopaedics") (collectively, the "DePuy Orthopaedics Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the terms and conditions of that certain Contribution Agreement ("DePuy Orthopaedics Agreement"), effective as of December 30, 2012, by and between DePuy Orthopaedics and the Contributor, including, without limitation, the assets listed in Schedule A-3 (17-4);

(f) All intellectual property assets owned by Advanced Technologies and Regenerative Medicine, LLC, a Delaware limited liability company ("ATRM") (collectively, the "ATRM Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the DePuy Orthopaedics Agreement, and received by DePuy Orthopaedics pursuant to the terms and conditions of that certain Agreement and Plan of Merger, effective as of December 30, 2012 ("ATRM Merger Agreement"), by and between ATRM and DePuy Orthopaedics, including, without limitation, the assets listed in Schedule A-4 (Step 17-4);

(g) All intellectual property, manufacturing, and research and development assets owned by The Anspach Effort, LLC, a Florida limited liability company ("Anspach") (collectively, the "Anspach Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the DePuy Orthopaedics Agreement and assigned to DePuy Orthopaedics pursuant to the terms and conditions of that certain Assignment and Assumption Agreement, effective as of December 30, 2012 ("Anspach Assignment Agreement"), by and between Anspach and DePuy Orthopaedics, including, without limitation the assets listed in Schedule A-5 (Step 17-4); and

(h) All intellectual property, manufacturing, and research and development assets owned by Codman & Shurtleff, Inc., a New Jersey corporation ("Codman") (collectively, the "Codman Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("Codman Agreement"), effective as of December 30, 2012, by and between Codman and the Contributor, including, without limitation, the assets listed in Schedule A-6 (17-4);

(i) All intellectual property, manufacturing, and research and development assets owned by Micrus Endovascular LLC, a Delaware limited liability company ("Micrus") (collectively, the "Micrus Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Distribution and Contribution Agreement ("Micrus Agreement"), effective as of

December 30, 2012, by and between Micrus and the Contributor, including, without limitation, the assets listed in Schedule A-7 (17-4);

(j) All intellectual property and research and development assets owned by DePuy Products, Inc., an Indiana corporation ("DePuy Products") (collectively, the "DePuy Products Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("DePuy Products Agreement"), effective as of December 30, 2012, by and between DePuy Products and the Contributor, including, without limitation, the assets listed in Schedule A-8 (17-4);

(k) All intellectual property, manufacturing, and research and development assets owned by Synthes USA, LLC, a Delaware limited liability company ("Synthes USA") (collectively, the "Synthes USA Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("Synthes USA Agreement"), effective as of December 30, 2012, by and between Synthes USA and the Contributor, including, without limitation, the assets listed in Schedule A-9 (17-4);

(l) All intellectual property assets owned by Spine Solutions, Inc., a Delaware corporation ("Spine Solutions") (collectively, the "Spine Solutions Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("DePuy Acquisition Merger Agreement") by and between DePuy Acquisition LLC, a Delaware limited liability company ("DePuy Acquisition"), and the Contributor, effective as of December 30, 2012, and received by DePuy Acquisition pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("Spine Solutions Merger Agreement") by and between Spine Solutions and DePuy Acquisition, effective as of December 30, 2012, including, without limitation, the assets listed in Schedule A-10 (17-4);

(m) All intellectual property assets owned by N Spine, Inc., a California corporation ("N Spine") (collectively, the "N Spine Assets"), and received by the Contributor pursuant to the terms and conditions of the DePuy Acquisition Merger Agreement by and between DePuy Acquisition and the Contributor, effective as of December 30, 2012, and received by DePuy Acquisition pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("N Spine Merger Agreement") by and between N Spine and DePuy Acquisition, effective as of December 30, 2012, including, without limitation, the assets listed in Schedule A-11 (17-4); and

(n) The ownership interests in Spine Solutions GmbH, a company organized under the laws of Germany.

(o) The Contributed Assets shall not include any and all of the following assets (together, the "Excluded Assets");

(i) U.S. and foreign trademarks, service marks, logos, slogans, designs, trade dress and other similar designations of source or origin, and any and all of the goodwill symbolized by any and all of the foregoing.

(ii) corporate names, trade names, and other business names;

(iii) domain names;

(iv) copyrights and copyrightable subject matter, including software;

(v) rights of publicity, moral rights and rights of attribution and integrity, rights of privacy and rights to personal information;

(vi) all applications, registrations, and extensions thereof for any of the foregoing property listed in (o)(i)-(v);

(vii) all other intellectual property or proprietary rights, and all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing property listing in (o)(i)-(vi), including rights to recover damages for past, present and future violations thereof;

(viii) all copies and tangible embodiments of the foregoing property listed in (o)(i)-(vii) (in whatever form or medium);

(ix) all common law rights with respect to the foregoing property listed in (o)(i)-(viii); and

(x) any and all legally binding agreements, whether written or oral, entered into by the Contributor prior to the Effective Date that relate to the properties listed in (o)(i)-(ix) above ("Excluded Agreements"), including, without limitation, sales agreements, marketing agreements, manufacturing agreements, supply agreements, research agreements, development agreements, license agreements, consent agreements, clinical agreements, consulting agreements, and settlement agreements, together with any amendments, restatements, supplements or other modifications thereto.

Schedule A-1 (Step 17-4)

DePuy Spine, LLC

[See Attached]

GENERAL ASSIGNMENT AND ASSUMPTION

Pursuant to the terms and conditions of that certain Contribution Agreement, dated as of December 30, 2012 (the "Agreement"), by and between DePuy Spine, LLC, an Ohio limited liability company (the "Contributor"), and Hand Innovations LLC, a Delaware limited liability company (the "Recipient"), the Contributor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, assign, convey, and deliver unto the Recipient, or, in the case of real property, at the direction of the Recipient, as of the date set forth above, the assets set forth on Schedule A (Step 17-4) attached hereto and all of the Contributor's rights, title and interest therein.


The Recipient covenants and agrees that as of the date set forth above, the Recipient hereby assumes the obligations and duties of the Contributor set forth on Schedule B (Step 17-4) attached hereto as required by the terms of the Agreement, and the Recipient shall be bound by the terms of the governing agreements, commitments and instruments that it is required to assume by the terms of the Agreement with the same force and effect as if such Recipient was an original party to such governing agreements, commitments and instruments.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and Assumption to be effective as of the date first above written.


DATED: December 30, 2012

DEPUY SPINE, LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

DATED: December 30, 2012

HAND INNOVATIONS LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

Schedule A (Step 17-4)

Contributed Assets

DePuy Spine, LLC

(a) Other than the Excluded Assets as provided in (o) below, all intellectual property owned by the Contributor on the Effective Date, including:

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice); all improvements to any inventions; and all patents, patent applications, patent disclosures, utility models, certificates of invention and industrial designs, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, and reexaminations, and any patent or patent application that claims priority to any of the foregoing, including without limitation the properties listed in Schedule A-1 (Step 17-4);

(ii) all trade secrets and confidential business information, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), algorithms, test data, toxicology data, clinical data, analytical and quality control data, stability data and studies, marketing reports, customer information, business or financial information, supplier lists, and pricing and cost information;

(iii) any and all other intellectual property or proprietary rights not specifically identified in (a)(i) and (a)(ii);

(iv) all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing intellectual property listed in (a)(i), (a)(ii) or (a)(iii), including rights to recover damages for past, present and future violations thereof;

(v) all copies and tangible embodiments of the foregoing property listed in (a)(i), (a)(ii) or (a)(iii), (in whatever form or medium); and

(vi) all common law rights with respect to the foregoing property listed in (a)(i), (a)(ii) or (a)(iii).

(b) Any and all legally binding agreements, whether written or oral, entered into by the Contributor prior to the Effective Date that relate to the properties listed in (a)(i)-(vi) above ("Transferred Agreements"), including, without limitation, sales agreements, marketing agreements, manufacturing agreements, supply agreements, research agreements, development agreements, license agreements, consent agreements, consulting agreements, clinical agreements,

and settlement agreements, together with any amendments, restatements, supplements or other modifications thereto.

(c) The Trademark Assignment by and between DePuy Spine, Inc. (now known as DePuy Spine, LLC), as Assignor, and DePuy Synthes, Inc., as Assignee, dated December 30, 2012, and the Trademark License by and between DePuy Synthes, Inc., as Licensor, and DePuy Spine, Inc. (now known as DePuy Spine, LLC), as Licensee, dated December 30, 2012.

(d) All manufacturing and research and development assets owned by the Contributor on the Effective Date, including without limitation the assets listed in Schedule A-2 (Step 17-4);

(e) All intellectual property, manufacturing, and research and development assets owned by DePuy Orthopaedics, Inc., an Indiana corporation ("DePuy Orthopaedics") (collectively, the "DePuy Orthopaedics Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the terms and conditions of that certain Contribution Agreement ("DePuy Orthopaedics Agreement"), effective as of December 30, 2012, by and between DePuy Orthopaedics and the Contributor, including, without limitation, the assets listed in Schedule A-3 (17-4);

(f) All intellectual property assets owned by Advanced Technologies and Regenerative Medicine, LLC, a Delaware limited liability company ("ATRM") (collectively, the "ATRM Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the DePuy Orthopaedics Agreement, and received by DePuy Orthopaedics pursuant to the terms and conditions of that certain Agreement and Plan of Merger, effective as of December 30, 2012 ("ATRM Merger Agreement"), by and between ATRM and DePuy Orthopaedics, including, without limitation, the assets listed in Schedule A-4 (Step 17-4);

(g) All intellectual property, manufacturing, and research and development assets owned by The Anspach Effort, LLC, a Florida limited liability company ("Anspach") (collectively, the "Anspach Assets"), and received by DePuy Spine, Inc. (now known as DePuy Spine, LLC) pursuant to the DePuy Orthopaedics Agreement and assigned to DePuy Orthopaedics pursuant to the terms and conditions of that certain Assignment and Assumption Agreement, effective as of December 30, 2012 ("Anspach Assignment Agreement"), by and between Anspach and DePuy Orthopaedics, including, without limitation the assets listed in Schedule A-5 (Step 17-4); and

(h) All intellectual property, manufacturing, and research and development assets owned by Codman & Shurtleff, Inc., a New Jersey corporation ("Codman") (collectively, the "Codman Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("Codman Agreement"), effective as of December 30, 2012, by and between Codman and the Contributor, including, without limitation, the assets listed in Schedule A-6 (17-4);

(i) All intellectual property, manufacturing, and research and development assets owned by Micrus Endovascular LLC, a Delaware limited liability company ("Micrus") (collectively, the "Micrus Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Distribution and Contribution Agreement ("Micrus Agreement"), effective as of

December 30, 2012, by and between Micrus and the Contributor, including, without limitation, the assets listed in Schedule A-7 (17-4);

(j) All intellectual property and research and development assets owned by DePuy Products, Inc., an Indiana corporation ("DePuy Products") (collectively, the "DePuy Products Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("DePuy Products Agreement"), effective as of December 30, 2012, by and between DePuy Products and the Contributor, including, without limitation, the assets listed in Schedule A-8 (17-4);

(k) All intellectual property, manufacturing, and research and development assets owned by Synthes USA, LLC, a Delaware limited liability company ("Synthes USA") (collectively, the "Synthes USA Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Contribution Agreement ("Synthes USA Agreement"), effective as of December 30, 2012, by and between Synthes USA and the Contributor, including, without limitation, the assets listed in Schedule A-9 (17-4);

(l) All intellectual property assets owned by Spine Solutions, Inc., a Delaware corporation ("Spine Solutions") (collectively, the "Spine Solutions Assets"), and received by the Contributor pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("DePuy Acquisition Merger Agreement") by and between DePuy Acquisition LLC, a Delaware limited liability company ("DePuy Acquisition"), and the Contributor, effective as of December 30, 2012, and received by DePuy Acquisition pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("Spine Solutions Merger Agreement") by and between Spine Solutions and DePuy Acquisition, effective as of December 30, 2012, including, without limitation, the assets listed in Schedule A-10 (17-4);

(m) All intellectual property assets owned by N Spine, Inc., a California corporation ("N Spine") (collectively, the "N Spine Assets"), and received by the Contributor pursuant to the terms and conditions of the DePuy Acquisition Merger Agreement by and between DePuy Acquisition and the Contributor, effective as of December 30, 2012, and received by DePuy Acquisition pursuant to the terms and conditions of that certain Agreement and Plan of Merger ("N Spine Merger Agreement") by and between N Spine and DePuy Acquisition, effective as of December 30, 2012, including, without limitation, the assets listed in Schedule A-11 (17-4); and

(n) The ownership interests in Spine Solutions GmbH, a company organized under the laws of Germany.

(o) The Contributed Assets shall not include any and all of the following assets (together, the "Excluded Assets");

(i) U.S. and foreign trademarks, service marks, logos, slogans, designs, trade dress and other similar designations of source or origin, and any and all of the goodwill symbolized by any and all of the foregoing.

(ii) corporate names, trade names, and other business names;

- (iii) domain names;
- (iv) copyrights and copyrightable subject matter, including software;
- (v) rights of publicity, moral rights and rights of attribution and integrity, rights of privacy and rights to personal information;
- (vi) all applications, registrations, and extensions thereof for any of the foregoing property listed in (o)(i)-(v);
- (vii) all other intellectual property or proprietary rights, and all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing property listing in (o)(i)-(vi), including rights to recover damages for past, present and future violations thereof;
- (viii) all copies and tangible embodiments of the foregoing property listed in (o)(i)-(vii) (in whatever form or medium);
- (ix) all common law rights with respect to the foregoing property listed in (o)(i)-(viii); and
- (x) any and all legally binding agreements, whether written or oral, entered into by the Contributor prior to the Effective Date that relate to the properties listed in (o)(i)-(ix) above ("Excluded Agreements"), including, without limitation, sales agreements, marketing agreements, manufacturing agreements, supply agreements, research agreements, development agreements, license agreements, consent agreements, clinical agreements, consulting agreements, and settlement agreements, together with any amendments, restatements, supplements or other modifications thereto.

Schedule A-1 (Step 17-4)

DePuy Spine, LLC

[See Attached]

Schedule A-1 (Step 17-4)

[illegible]