

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMITAVA GUPTA	09/15/1999
RECEIVING PARTY DATA		
Name:	AVANTA ORTHOPAEDICS, INC.	
Street Address:	8600 EVERGREEN BOULEVARD	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55422	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8758445	
CORRESPONDENCE DATA		
Fax Number:	(908)654-7866	
<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>		
Phone:	(908) 518-6308	
Email:	Assignment@ldlkm.com	
Correspondent Name:	LDLK&M	
Address Line 1:	600 SOUTH AVENUE WEST	
Address Line 4:	WESTFIELD, NEW JERSEY 07090	
ATTORNEY DOCKET NUMBER:	TRAUMA 3.0-761 DIV CON CO	
NAME OF SUBMITTER:	KEITH E. GILMAN	
SIGNATURE:	/Keith E. Gilman/	
DATE SIGNED:	11/03/2014	
Total Attachments: 8 source=Assignment Gupta#page1.tif source=Assignment Gupta#page2.tif source=Assignment Gupta#page3.tif source=Assignment Gupta#page4.tif source=Assignment Gupta#page5.tif source=Assignment Gupta#page6.tif source=Assignment Gupta#page7.tif		

PATENT

TECHNOLOGY TRANSFER AGREEMENT

Effective 15 September, 1999 (hereinafter effective date) Amitava Gupta, M.D., having a principal place of business at 225 Abraham Flexner Way, Louisville, KY 40202 (hereinafter "INVENTOR") and Avanta Orthopaedics, Inc. (hereinafter AVANTA), a California Corporation, having a principal place of business at 9369A Carroll Park Drive, San Diego, California 92121, agree as follows:

**ARTICLE I
BACKGROUND**

1.01 INVENTOR represents that he possesses certain know how which pertains to a device for total joint replacement of the wrist.

1.02 AVANTA desires to have access to certain know how, and to obtain certain proprietary interest, for the purpose of making, using and selling a device for total joint replacement of the wrist.

**ARTICLE II
DEFINITIONS**

2.01 AGREEMENT FIELD means all technology and know how pertaining to total joint replacement for the wrist, accessory devices and surgical instrumentation used therewith.

2.02 IMPROVEMENTS means any modification of a device or process described in a LICENSED PATENT, provided such modification, if unlicensed, would infringe one or more claims of the LICENSED PATENT.

2.03 LICENSED PATENT means patents throughout the world (including patents of importation, patents on IMPROVEMENTS, patents and certificates of addition and utility models, as well as division, reissues, continuations, continuations-in-part, reexamination certificates, renewals, and extensions of the

EXHIBITA

foregoing), applications therefor, and patents which may issue upon such applications (i) as to which patents or applications INVENTOR has at any time prior to or during the term of this Agreement the right to grant licenses of the scope of the licenses granted in this Agreement, (ii) which cover inventions or designs in the AGREEMENT FIELD, and (iii) which have not been finally adjudged invalid or unenforceable by a court of competent jurisdiction.

2.04 LICENSED PRODUCT means any and all products (including processes which employ or are produced by the practice of the inventions claimed in a LICENSED PATENT).

2.05 NET SELLING PRICE for the purpose of computing royalties or payments under the provisions of Article IV of this Agreement, shall mean Avanta Orthopaedics, Inc gross revenues from sales of the LICENSED PRODUCT less sales commissions, freight, sales and use taxes, bad debts, insurance and shipping costs, credits, discounts, product returns and allowances. Avanta Orthopaedics, Inc. shall be entitled to a credit against sums owing hereunder for any return of LICENSED PRODUCT as to which payment has been made on the same basis and in the same amount as the payment was originally made.

2.06 "PARTY" means either AVANTA or the INVENTOR.

ARTICLE III LICENSE GRANT

3.01 INVENTOR hereby grants to AVANTA, its subsidiaries, affiliates, and controlled companies, an exclusive license under the LICENSED PATENT, exclusive even as to INVENTOR, with the right to grant sublicenses, to make, have made, use, sell, lease, or otherwise dispose of LICENSED PRODUCTS throughout the world.

3.02 INVENTOR further agrees to grant to AVANTA, its subsidiaries, affiliates, and controlled companies, licenses of the scope specified in paragraph 3.01

above in respect to patents on any IMPROVEMENTS and for any inventions in the AGREEMENT FIELD which are conceived or first reduced to practice during the term of this Agreement.

3.03 The term of the license granted in paragraphs 3.01 and 3.02 of this ARTICLE III shall be for the full pendency of all LICENSED PATENTS, or ten years from market introduction if no patent is obtained.

ARTICLE IV

FILING AND PROSECUTION OF PATENT APPLICATIONS

4.01 INVENTOR will, upon execution of this Agreement, provide AVANTA with all documents and information in his possession pertaining to the AGREEMENT FIELD that may be necessary or useful for the preparation and filing of patent applications for the protection of inventions in the AGREEMENT FIELD. INVENTOR will, thereafter, from time to time, on request, supply such additional information as may be necessary or desirable to facilitate prosecution of such applications.

4.02 All inventions in the AGREEMENT FIELD which are conceived or first reduced to practice during the term of this Agreement will be solely owned by AVANTA, and the preparation and filing of patent applications for the protection of inventions in the AGREEMENT FIELD are to be accomplished at the sole discretion of AVANTA.

4.03 The filing of patent applications in foreign countries shall be at the sole discretion of AVANTA.

4.04 All expenses associated with the preparation, filing, and maintenance of patent applications shall be paid by AVANTA.

ARTICLE V
PAYMENTS - ROYALTIES

5.01 Royalties will be paid by AVANTA to INVENTOR under this Agreement at the rate of 3% through February 28, 2001; 5% through February 28, 2002 and seven percent (7%) thereafter of revenues received by AVANTA from the sale of LICENSED PRODUCTS at NET SELLING PRICE for any LICENSED PRODUCTS for which a LICENSED PATENT has been issued, exclusive of supporting instruments and sales and marketing materials.

5.02 AVANTA agrees to make written reports and to pay royalties to INVENTOR twice each year within sixty (60) days after the first day of each March and September during the life of the Agreement and as of such dates, stating in each such report the number, description, and aggregate revenues received from the sale of LICENSED PRODUCTS during the preceding six (6) calendar months and upon which a royalty is payable as provided in paragraph 5.01 above.

5.03 Any license or sublicense under a LICENSED PATENT that is granted by AVANTA to a third party shall be subject to the provisions of paragraphs 5.01 and 5.02 of this ARTICLE V.

5.04 AVANTA agrees to keep records showing the sales of LICENSED PRODUCTS in sufficient detail to enable the royalties payable hereunder to be determined, and further agrees to permit its books and records to be examined from time to time, at the expense of INVENTOR, to the extent necessary to verify the reports provided for in paragraph 5.02.

**ARTICLE VI
TRANSFERABILITY OF RIGHTS**

6.01 The licenses granted in this Agreement shall be binding upon any successor of LICENSORS in ownership or control of the LICENSED PATENTS OR LICENSED APPLICATIONS, and the obligation of the parties shall run in favor of any such successor and of any assignee of a party's benefits under this Agreement.

6.02 The rights and obligations provided for in this CONTRACT are personal to each PARTY, and no right or obligations provided for in this CONTRACT will or may be assigned or otherwise transferred by one PARTY without the prior written consent of the other PARTY except by AVANTA on the sale of all or substantially all of the stock or business assets of AVANTA. Any attempted assignment or transfer by one PARTY without such consent, at the option of the other PARTY, will be void.

**ARTICLE VII
INDEMNIFICATION**

7.01 AVANTA will hold INVENTOR harmless against all liabilities, demands, damages, expenses, or losses arising out of any use, sale, or other disposition by AVANTA or its transferees of LICENSED PRODUCTS.

7.02 AVANTA shall obtain, at AVANTA'S own expense, product liability insurance if available at a reasonable cost, from a recognized insurance company, and will name INVENTOR as an additional-insured, against any claims, suits, loss or damage arising out of any alleged defects in the LICENSED PRODUCT.

**ARTICLE VIII
REPRESENTATIONS AND WARRANTIES**

8.01 INVENTOR represents and warrants in respect to the AGREEMENT FIELD that he has the legal power to extend the rights granted to AVANTA in this Agreement and that he has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

8.02 Nothing in this Agreement shall be construed as a requirement that AVANTA shall file any patent application, secure any patent or maintain any patent in force other than as provided for in paragraphs 4.02 and 4.03 of this Agreement.

**ARTICLE IX
TERM AND TERMINATION**

9.01 If either party shall commit any material breach of any covenant herein contained, and if either party shall fail to remedy any such breach within one-hundred eighty (180) days after written notice thereof from the other party, the notifying party may, at its option, terminate this Agreement by notice in writing to such effect. In the event of material breach on behalf of AVANTA, and in the event AVANTA fails to cure such material breach after proper notification from INVENTOR, upon written demand from INVENTOR, AVANTA shall deliver rights related to LICENSED PRODUCT within 180 days of receipt of the demand and disclaim any rights to both LICENSED PATENTS and IMPROVEMENTS.

9.02 In the event AVANTA decides to discontinue the development, sale or manufacture of an identified LICENSED PRODUCT, AVANTA shall notify INVENTOR of such decision within one (1) month of the decision and INVENTOR will then, at his option, have the right to require that AVANTA assign all rights to the identified LICENSED PRODUCT to INVENTOR.

9.03 In the event AVANTA declares bankruptcy, has a bankruptcy petition filed against it or becomes insolvent, INVENTOR shall have the right to terminate this agreement.

9.04 AVANTA shall take all reasonable efforts to develop LICENSED PRODUCTS. Nevertheless, in the event a LICENSED PRODUCT is neither the subject of an application filed for approval with the U.S. Food and Drug Administration within two (2) years nor commercialized within five (5) years immediately following an actual or constructive reduction to practice, such LICENSED PRODUCT shall be presumed discontinued and treated under the provisions of paragraph 9.02 above.

ARTICLE X

NOTICES: APPLICABLE LAW

10.01 Notices under this Agreement, including correspondence items concerning the Agreement, shall be served upon the party to whom directed by depositing them postage prepaid in the U.S. mails, registered or certified, and addressed to the served party as follows:

INVENTOR:

Amitava Gupta, M.D.
225 Abraham Flexner Way
Louisville, KY 40202

AVANTA:

President
9389A Carroll Park Drive
San Diego, CA 92121

10.02 Notice served as provided in 10.01, above, shall be deemed given three (3) days following the date of deposit in the U.S. mails. If notice is given other than as provided in 10.01, then the burden of proving service and receipt by the addressee shall be upon the party alleging service of notice. Either Party may

change its effective address by giving thirty (30) days notice of the new address in the manner provided in 10.01, above.

10.03 This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

ARTICLE XI INTEGRATION

11.01 This instrument contains the entire and only Agreement between the parties and supersedes all preexisting agreements between them respecting its subject matter. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding upon either party. No modification, renewal, extension, waiver, and (except as provided in Article VII hereof) no termination of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modifications, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such party by one of its executive officers. As used herein, the word "termination" includes any and all means of bringing to an end prior to its expiration by its own terms this Agreement, or any provision thereof, whether by release, discharge, abandonment, or otherwise.

INVENTOR

By: 

Amitava Gupta, M.D.

AVANTA ORTHOPAEDICS, INC.

By: _____

Louise M. Focht, President