

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3420152

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HOLMED CORPORATION	01/31/2014
RECEIVING PARTY DATA		
Name:	HOLMED, LLC	
Street Address:	50 EARL'S WAY	
City:	FRANKLIN	
State/Country:	MASSACHUSETTS	
Postal Code:	02038	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	12256958	
Application Number:	11956914	
Application Number:	12036771	
Application Number:	11526526	
CORRESPONDENCE DATA		
Fax Number:	(617)951-3927	
<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:	6179512500	
Email:	Docket@c-m.com	
Correspondent Name:	CESARI AND MCKENNA, LLP	
Address Line 1:	88 BLACK FALCON AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	101154-0025U, 101154-0024	
NAME OF SUBMITTER:	JAMES A. BLANCHETTE	
SIGNATURE:	/James A. Blanchette/	
DATE SIGNED:	06/30/2015	
Total Attachments: 28		
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is effective as of this 31 day of January, 2014, by and between Holmed, LLC, a Delaware limited liability company ("**Buyer**"), Holmed Corp., a Massachusetts corporation ("**Seller**"), and Russell Holmes, the sole stockholder of Seller ("**Stockholder**").

RECITALS

A. Seller is engaged in the business of engineering and manufacturing products for the orthopedic industry (the "**Seller Business**"), which includes the manufacture, processes and know-how with respect to (i) Seller branded products manufactured by Seller ("**Seller Branded Products**") and (ii) all third party and/or original equipment manufacturer products manufactured and sold by Seller, ("**Third Party Products**" and together with Seller Branded Products, "**Seller Products**").

B. Seller and Stockholder desire to sell to Buyer and Buyer desires to purchase from Seller and Stockholder, on the terms and subject to the conditions set forth in this Agreement, certain assets of Seller and Stockholder that are used by Seller in the conduct of the Seller Business as provided for herein (the "**Transaction**") and

C. Buyer, in connection with such purchase, desires to assume certain of the liabilities and obligations of Seller relating to the assets so purchased (and none others), as more specifically set forth herein.

WITNESSETH:

In consideration of the premises and the mutual covenants, agreements and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1. Sale and Purchase of Assets. At the Closing (as defined in Section 2.1 hereof), and subject to the terms and conditions contained in this Agreement, Seller and Stockholder shall sell, convey, transfer, assign and deliver or cause to be sold, conveyed, transferred, assigned and delivered to Buyer, and Buyer will purchase from Seller and Stockholder, free and clear of all liens, charges, claims, pledges, security interests and encumbrances, the "**Purchased Assets**". The term "**Purchased Assets**" shall mean all of Seller's and Stockholder's right, title and interest in and to, as of the Closing and wherever situated, (i) all of the equipment of Seller and Stockholder set forth on Exhibit A-1 attached hereto (the "**Equipment**"), (ii) all of the raw material, work-in-process, or finished goods that are directly associated with a purchase order of Seller whether such inventory is a Third Party Product or Seller Branded Product set forth on Exhibit A-2 attached hereto (the "**Holmed PO Inventory**") and (iii) all of the intellectual property, including trade names, customer lists and

other property of Seller set forth on Exhibit A-3 attached hereto (the "Intellectual Property").

Section 1.2. Consignment.

(i) Consigned Assets. In addition to the Purchased Assets, at the Closing Buyer shall take possession, on a consignment basis, of (i) all on hand inventory (assembly and finished goods inventory), with the exception of those items listed on Exhibit A-2, and any work-in-process and on hand inventory related to research and development, disposable products, SSI and validation activity of Seller and (ii) current work-in-process for Seller designed instruments which are not under purchase order, at the option of Buyer, each as set forth on Exhibit A-4 attached hereto (the "Consigned Inventory"). Notwithstanding the foregoing, Buyer shall not be responsible for any items of Consigned Inventory which are not physically present at the existing facility of Seller on the Closing Date.

(ii) Consigned Inventory Value. The book value of the Consigned Inventory will be estimated on the Closing Date (the "Estimated Consigned Inventory Value"), and such amount shall be determined within sixty (60) days after the Closing Date (the "Post Closing Consigned Inventory Value"). When an item of Consigned Inventory is sold by Buyer to a third party after the Closing Date, Seller will be paid an amount equal to the Post Closing Consigned Inventory Value of such Consigned Inventory. In the event that the Estimated Consigned Inventory Value is greater than or less than the Post Closing Consigned Inventory Value, payments made by Buyer to Seller under this Section 1.2(ii) prior to the determination of the Post Closing Consigned Inventory Value shall be adjusted upwards or downwards, as applicable, to reflect the payment of the Post Closing Consigned Inventory Value for each item of Consigned Inventory sold by Buyer after the Closing Date.

(iii) Title; Risk of Loss. Seller shall at all times retain legal title to the Consigned Inventory and upon the sale by the Buyer of any of the Consigned Inventory in the ordinary course of business, title to the proceeds shall vest in the Buyer. Seller shall have a security interest in the Consigned Inventory and Buyer hereby authorizes and irrevocably constitutes and appoints Seller as Buyer's attorney-in-fact to execute and deliver all financing statements and other documents that the Seller deems desirable to perfect Seller's security interests. Buyer shall bear the entire risk of loss after the Closing Date.

(iv) Insurance. Buyer shall obtain and maintain the Consigned Inventory adequately insured at all times from and after the Closing Date until the expiration of the MSA (as defined below) by financially sound and reputable insurers, in amounts not less than the Estimated Consigned Inventory Value with such insurance as being paid to Seller to the extent its interest may appear. Buyer shall deliver certificates evidencing such insurance to the Seller after the Closing Date.

Section 1.3. Retained Assets. Notwithstanding anything contained in Section 1.1 to the contrary, Seller shall retain all of Seller's right, title and interest in and to, as of the Closing, all of the assets and properties, whether tangible or intangible, wherever situated and whether or not specifically referred to herein or in any instrument or conveyance delivered pursuant hereto, other than the Purchased Assets, including without limitation, all work-in-process and on hand

inventories related to research and development, disposable products, SSI and validation activity of Seller (the "Retained Assets").

Section 1.4 Assumption of Liabilities. Subject to the terms and conditions contained in this Agreement, in addition to the Purchase Price described in Section 1.5, Buyer shall, at the Closing, assume and agree to pay or perform, or cause to be paid or performed, only those liabilities, duties and obligations, arising after the Closing Date, under contracts and/or purchase orders that constitute Purchased Assets that are listed on either Exhibit A-1, Exhibit A-2 or Exhibit A-3 attached hereto (the "Assumed Liabilities"). Other than as set forth herein, Buyer shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Buyer, of any liabilities, obligations, or undertakings of Seller of any nature whatsoever, whether fixed or contingent, known or unknown, including, without limitation, any liabilities or obligations arising out of (i) that certain letter agreement dated as of June 21, 2007 between Seller and Peter Randall and (ii) that certain letter agreement dated as of October 19, 2011 between Seller and Scott Fletcher (the "Excluded Liabilities"). Seller shall be responsible for all of the liabilities, obligations and undertakings not specifically assumed by Buyer, including without limitation, the following:

(i) Sales of Inventory. Any and all costs and expenses associated with (i) the return of any inventory by customers of Seller after the Closing Date which were sold by Seller to customers of Seller during the two (2) year period prior to the Closing Date, other than inventory sold to Royal Oak Medical Devices, which return costs shall apply regardless of when such inventory was sold to Royal Oak Medical Devices, and (ii) any repair work performed by Buyer after the Closing Date on any products sold by Seller to customers of Seller during the two (2) year period prior to the Closing Date, [REDACTED]

[REDACTED] which were returned by customers of Seller to Buyer. The costs and expenses incurred in this Section 1.4(i) shall result in a reduction in Commission Consideration (as defined below) or a reduction in costs paid by Buyer to Seller under the MSA, at the sole option of Buyer. Moreover, Commission Consideration shall not be paid to Stockholder by Buyer upon the resale or delivery of any product described in this Section 1.4(i).

(ii) Holmed PO Inventory and Consigned Inventory. Any and all costs and expenses related to any repair work performed by Buyer after the Closing Date on any item of Holmed PO Inventory or Consigned Inventory for the purpose of making such item of Holmed PO Inventory or Consigned Inventory, as the case may be, fit for sale by Buyer. The costs and expenses incurred in this Section 1.4(ii) shall result in a reduction in Commission Consideration (as defined below) or a reduction in costs paid by Buyer to Seller under the MSA, at the sole option of Buyer. Moreover, Commission Consideration shall not be paid to Stockholder by Buyer upon the sale of such item of Holmed PO Inventory or Consigned Inventory, as the case may be, by Buyer.

Notwithstanding Section 1.4(i) above, the two (2) year time frame referred to above does not include any product recall or product liability claims related to products which were manufactured and/or sold by Seller prior to the Closing Date.

Section 1.5. Purchase Price. In exchange for the Purchased Assets, and subject to the terms and conditions contained in this Agreement, Buyer agrees to pay to Seller, as consideration for the Purchased Assets, the following:

(iii) [REDACTED]

[REDACTED]

[REDACTED] property listed on Exhibit A-1 (other than the [REDACTED])

[REDACTED]

[REDACTED]

(iv) [REDACTED]

[illegible]

[REDACTED]

(vi)

[REDACTED]

a.

[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

d.

[REDACTED]

e.

[REDACTED]
the

[REDACTED]

(vii)

[REDACTED]

ARTICLE II

CLOSING

Section 2.1. Time and Place of Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place immediately upon the execution of this Agreement by all of the parties hereto, or on such other date or time as Buyer and Seller may agree (the "Closing Date") at the offices of Morse, Barnes-Brown & Pendleton, P.C., located at CityPoint, 230 Third Avenue, Fourth Floor, Waltham, Massachusetts 02451, or at such other place as Buyer and Seller may agree.

Section 2.2. Action to be Taken by Buyer at the Closing. At the Closing, in addition to the taking of such other action as may be provided in this Agreement, Buyer shall cause to be

delivered to Seller, Stockholder or Jeff Buck, as applicable:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED] and [REDACTED]
- (g) [REDACTED] Seller.

Section 2.3. Action to be Taken by Seller at the Closing. At the Closing, in addition to the taking of such other action as may be provided in this Agreement, Seller shall cause to be delivered to Buyer:

- (a) [REDACTED] and [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Seller and Stockholder. In order to induce Buyer to enter into this Transaction, Seller and Stockholder, *jointly and severally*, represent and warrant to Buyer that, except as set forth in the disclosure schedules of Seller attached hereto as Exhibit E (the "Disclosure Schedules"), the statements made in this Section 3.1 are true and correct as of the date hereof, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date). The Disclosure Schedule will be arranged in paragraphs corresponding to the numbered and lettered sections contained in this Section 3.1 and the disclosure in any paragraph shall qualify other sections in this Section 3.1 to the extent that it is apparent from a reading of such disclosure that it also qualifies or applies to such other sections. Whenever in this Section 3.1 the term "to the knowledge of Seller" is used, it shall mean the knowledge of Stockholder after reasonable inquiry of appropriate employees and agents of Seller with respect to the matter in question.

(a) Organization and Qualification. Except as set forth on Schedule 3.1(a), Seller is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of the Commonwealth of Massachusetts and has the power and authority to carry on its business as presently conducted. Seller is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified will not have a Material Adverse Effect on Seller. For purposes of this Agreement, the term "Material Adverse Effect", when used with respect to any party to this Agreement, means a material adverse effect upon the results of operations, financial condition, assets, liabilities, intellectual property, tangible properties or business of such entity, taken as a whole.

(b) Ownership of Capital Stock. Stockholder owns all of the outstanding capital stock of Seller.

(c) Authorization. Seller has the right, power and legal capacity and has taken all necessary legal, director and shareholder action required for the due and valid authorization, execution, delivery and performance by Seller of this Agreement and any other agreements or instruments executed by Seller in connection herewith (collectively, the "Transaction Documents") and the consummation of the Transaction contemplated herein or therein. This Agreement is, and to the extent that Seller is a party thereto, each of the Transaction Documents is, a valid and binding obligation of Seller enforceable in accordance with its respective terms.

(d) No Conflicts. The execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the Transaction contemplated hereby and thereby by Seller does not and will not violate, conflict with, result in a breach of or constitute a default under (or which with notice or lapse of time, or both, would constitute a breach of or default under), or result in the creation of any lien, security interest or other encumbrance under (a) any note, agreement, contract, license, instrument, lease or other

obligation to which Seller is a party or by which Seller is bound, and for which Seller has not previously obtained a written waiver of such breach or default, which waiver has been delivered to Buyer, (b) any judgment, order, decree, ruling or injunction known and applicable to Seller, (c) any statute, law, regulation or rule of any governmental agency or authority, or (d) the certificate of incorporation, by-laws, organizational documents or equivalent documents of Seller (collectively, the "Seller Charter Documents"). This Agreement and the Transaction contemplated hereby have been unanimously approved by Seller's Board of Directors and approved by Stockholder, as required by the Seller Charter Documents, and do not require any further legal action or authorization, and are not and will not be subject to any right of first refusal, put, call or similar right.

(e) Government Approvals. No consent, approval, license, order or authorization of, or registration, qualification, declaration, designation, or filing (each a "Consent") with any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory agency (each a "Governmental Entity"), is or will be required on the part of Seller in connection with the execution, delivery and performance of this Agreement, the other Transaction Documents and any other agreements or instruments executed by Seller in connection herewith or therewith.

(f) Subsidiaries. Seller does not have, and at no time during its existence has it had, any subsidiaries. Except as set forth on the Disclosure Schedule, Seller does not have any investment or other interest in, or any outstanding loan or advance to or from, any person or entity, including, without limitation, any officer, director or shareholder.

(g) Title to Assets. Except as set forth on the Disclosure Schedule, Seller is the true and lawful owner and has good title to, the Purchased Assets, free and clear of all Liens. Upon execution and delivery by Seller to Buyer of the instruments of conveyance referred to herein, Buyer will become the true and lawful owner of, and will receive good title to, the Purchased Assets free and clear of all liens, charges, claims, pledges, security interests and encumbrances. The Assets include all of the properties and other assets necessary for Seller to conduct the Seller Business as presently conducted and as presently proposed to be conducted and constitute all assets used by Seller in the Business.

(h) Litigation. Except as otherwise set forth on the Disclosure Schedule, there is no litigation or governmental proceeding or to Seller's and Stockholder's knowledge, investigation, pending or, threatened, against Seller or affecting any of Seller's properties or assets, or against any director, officer, key employee, present or former shareholder of Seller in his capacity as such, nor to Seller's or Stockholder's knowledge has there occurred any event or does there exist any condition on the basis of which any litigation, proceeding or investigation might properly be instituted. Each incident or proceeding described on the Disclosure Schedule is fully covered by insurance except to the extent of applicable insurance deductibles. Seller is not in default with respect to any order, writ, injunction, decree, ruling or decision of any court, commission, board or other government agency.

(i) Compliance with Laws and Other Instruments. Seller is in compliance with the Seller Charter Documents, and with the provisions of each mortgage, indenture, lease, license, other agreement or instrument, judgment, decree, judicial order, statute and regulation by which it is bound or to which its properties are subject.

(j) Taxes.

(I) The term "**Taxes**" as used in this Agreement means all federal, state, local, foreign net income, alternative or add-on minimum tax, estimated, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital profits, lease, service, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit or medical device taxes, customs, duties and other taxes, governmental fees and other like assessments and charges of any kind whatsoever, together with all interest, penalties, additions to tax and additional amounts with respect thereto, and the term "**Tax**" means any one of the foregoing Taxes. The term "**Tax Returns**" as used herein means all returns, declarations, reports, claims for refund, information statements and other documents relating to Taxes, including all schedules and attachments thereto, and including all amendments thereof, and the term "Tax Return" means any one of the foregoing Tax Returns.

(II) Seller has timely filed all Tax Returns required to be filed by it and has paid all Taxes owed (whether or not shown as due on such returns), including, without limitation, all Taxes which Seller is obligated to withhold for amounts paid or owing to employees, creditors and third parties. All Tax Returns filed by Seller were complete and correct in all material respects. None of the Tax Returns filed by Seller or Taxes payable by Seller have been the subject of an audit, action, suit, proceeding, claim, examination, deficiency or assessment by any governmental authority, and no such audit, action, suit, proceeding, claim, examination, deficiency or assessment is currently pending or, to the knowledge of Seller threatened. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return, and Seller has not waived any statute of limitation with respect to any Tax or agreed to any extension of time with respect to a Tax assessment or deficiency.

(III) There are no liens for Taxes upon any of the Purchased Assets.

(k) Real Property. The Disclosure Schedule sets forth the addresses and uses of all real property that Seller owns, leases or subleases, and any lien or encumbrance on any such owned real property or Seller's leasehold interest therein. There are no defaults by Seller under any existing leases, subleases or other contractual obligations pertaining to real property that Seller owns, leases or subleases.

(l) Intellectual Property.

(I) "**Intellectual Property**" shall mean all (i) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof; (ii) non-purchased or non-licensed computer software, data and documentation; (iii) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, including know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (iv) other proprietary rights relating to any of the foregoing (including remedies against

infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and (v) copies and tangible embodiments thereof.

(II) **"Seller Intellectual Property"** shall mean all Intellectual Property of Seller set forth on Exhibit A-3 attached hereto.

(III) Schedule 3.1(I)(III) of the Disclosure Schedule lists each trademark, service mark and domain name registration or application therefore, and each copyright registration or application therefor of Seller.

(IV) Seller knows of no reason it may not own or have the right to use all Intellectual Property necessary to operate the Seller Business. Upon execution and delivery by Buyer to Seller of the instruments of conveyance referred to in this Agreement, each item of Seller Intellectual Property will be owned or available for use by Buyer immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. No other person or entity has any rights to any of the Seller Intellectual Property owned by Seller, and, to the knowledge of Seller or Stockholder, no other person or entity is infringing, violating or misappropriating any of the Seller Intellectual Property.

(V) To the Seller's and Stockholder's knowledge, the use of the Seller Intellectual Property as currently used in the Seller Business does not infringe or violate, or constitute a misappropriation of, any Intellectual Property rights of any person or entity.

(VI) Schedule 3.1(I)(VI) of the Disclosure Schedule identifies each license or other agreement pursuant to which Seller has licensed, distributed or otherwise granted any rights to any third party with respect to, any Seller Intellectual Property.

(VII) Schedule 3.1(I)(VII) of the Disclosure Schedule identifies each item of Seller Intellectual Property that is owned by a party other than Seller, and the license or agreement pursuant to which Seller uses it (excluding off-the-shelf software programs licensed by Seller pursuant to "shrink wrap" licenses). With respect to each such item of Intellectual Property, (i) the license or agreement covering such item of Intellectual Property is legal, valid, binding, enforceable and in full force and effect, (ii) no party to the license or agreement is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default or permit termination, modification or acceleration thereunder, (iii) no party to any such license or agreement has repudiated any material provision thereof, and (iv) Seller has not granted any sublicense or similar right with respect to such license or agreement.

(m) Permits. Schedule 3.1(m) of the Disclosure Schedule sets forth a list of all Permits issued to or held by Seller. Seller has all the material Permits necessary for Seller to conduct the Seller Business as presently conducted or as proposed to be conducted. All such Permits are in full force and effect and not in default; to Seller's and Stockholder's knowledge, no suspension or cancellation of any of them is threatened, and none of such Permits will be

materially adversely affected by the consummation of the Transaction contemplated by this Agreement or any of the Transaction Documents. Except as set forth on Schedule 3.1(m) of the Disclosure Schedule, each such Permit is assignable by Seller to Buyer without the consent or approval of any party and will continue in full force and effect immediately following the Closing. "Permits" shall mean all permits, licenses, registrations, certificates, orders, approvals, franchises, variances and similar rights issued by or obtained from any Governmental Entity (including those issued or required under environmental laws and those relating to the occupancy or use of owned or leased real property).

(n) List of Material Contracts and Commitments. The Disclosure Schedule sets forth a complete and accurate list of all material contracts to which Seller is a party or by or to which any of its assets or properties is bound or subject. As used on the Disclosure Schedule, the phrase "Seller Material Contract" means and includes every material agreement or material understanding of any kind, written or oral, which is legally enforceable by or against Seller, and specifically includes without limitation (a) contracts and other agreements with any current or former officer, director, employee, consultant or shareholder or any partnership, company, joint venture or any other entity in which any such person or entity has an interest; (b) agreements with any labor union or association representing any Seller employee; (c) contracts and other agreements for the provision of services other than by employees of Seller which entail a reasonably foreseeable financial consequence to any contracting party of at least \$5,000; (d) bonds or other security agreements provided by any party in connection with the Business; (e) contracts and other agreements for the sale of any of the assets or properties of Seller other than in the ordinary course of business or for the grant to any person or entity of any preferential rights to purchase any of said assets or properties; (f) joint venture agreements relating to the assets, properties or Seller Business or by or to which any of its assets or properties are bound or subject; (g) contracts or other agreements under which Seller agrees to indemnify any party, to share tax liability of any party, or to refrain from competing with any party; (h) any contracts or other agreements with regard to any indebtedness of Seller; or (i) any other contract or other agreement whether or not made in the ordinary course of business and involving a reasonably foreseeable financial consequence to any contracting party of at least \$5,000. Seller has delivered to Buyer true, correct and complete copies of all such contracts, together with all modifications and supplements thereto. Except as set forth on the Disclosure Schedule, each of the contracts listed on the Disclosure Schedule is in full force and effect. Seller is not in breach of any of the material provisions of any such Seller Material Contract, nor, to the best knowledge of Seller and Stockholder, is any other party to any such contract in default thereunder, nor does any event or condition exist which with notice or the passage of time or both would constitute a default of a material provision thereunder, except for any such breach or default that individually and in the aggregate would not have a Material Adverse Effect on Seller. Seller has performed in all material respects all obligations required to be performed by it under each such contract as of the Closing.

(o) Related Party Transactions. Except as described in the Disclosure Schedule, no present or former officer, director, or stockholder of Seller has any interest in any property, real or personal, tangible or intangible, used in or pertaining to the Purchased Assets except for the normal rights of a stockholder.

(p) Insurance Coverage. The Disclosure Schedule hereto contains an accurate summary of the insurance policies currently maintained by Seller. Except as described on the Disclosure Schedule, there are currently no claims pending against Seller pursuant to any insurance policy currently in effect and covering the property, the business or the employees of Seller.

(q) Labor and Employment. Except as set forth on the Disclosure Schedule, there are no employment agreements, collective bargaining agreements, or other labor agreements to which Seller is a party or by which it is bound. To the best of Seller's knowledge, Seller is in compliance in all material respects with all applicable laws, rules and regulations relating to the employment of labor and has withheld and paid to the appropriate governmental entities or are holding for payment not yet due to such governmental entities, all amounts required to be withheld from employees of Seller, and are not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(r) Customers and Suppliers. Schedule 3.1(r) of the Disclosure Schedule sets forth a list of (a) each customer that accounted for more than five percent (5%) of the revenues of Seller during the last full fiscal year and the amount of revenues accounted for by such customer during such period and (b) each supplier that is the sole supplier of any significant product or service to Seller. No such customer or supplier has indicated within the past year that it will stop, or decrease the rate of, buying products or supplying products, as applicable, to Seller. No unfilled customer order or commitment obligating Seller to process, manufacture or deliver products or perform services will result in a loss to Seller upon completion of performance.

(s) No Brokers or Finders. Except as set forth on the Disclosure Schedule, no person or entity has or will have, as a result of the actions of Seller or Stockholder, any right, interest or claim against or upon Seller or Stockholder for any commission, fee or other compensation as a finder or broker arising from the Transaction contemplated by this Agreement.

(t) Guarantees. Seller has not assumed, guaranteed, endorsed or otherwise become directly or contingently liable on or for any indebtedness of any other person or entity, except guarantees by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business.

(u) Solvency. As of the effective time of the Transaction, after giving effect to the transactions contemplated by this Agreement, the Seller will not: (a) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair market value of its assets or because the fair saleable value of its assets is less than the amount required to pay its probable liabilities on its existing debts as they mature); (b) have unreasonably small capital with which to engage in its business; or (c) have incurred debts beyond its ability to pay as they become due.

(v) Product Warranty. Each product manufactured, sold, leased, or delivered by Seller or Stockholder has been in conformity with all applicable contractual commitments and all express and implied warranties, and neither Seller nor Stockholder has any liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against either Seller or Stockholder giving rise to any liability) for

replacement or repair thereof or other damages in connection therewith, subject only to a reserve for product warranty claims.

(w) Product Liability. Neither Seller nor Stockholder has any liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against either Seller or Stockholder giving rise to any liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by Seller or Stockholder.

(x) Operations of the Seller. Except as set forth on Schedule 3.1(x) of the Disclosure Schedule, Seller and Stockholder represent and warrant the following:

- (I) Seller has not committed to any sales price decreases in favor of any of its customers within the past 12 months, which would take effect after the Closing Date.
- (II) No customer or supplier has indicated within the past 12 months that it will stop, or decrease the rate of, buying products or supplying products, as applicable, to Seller, including the termination of any purchasing programs.
- (III) Seller has not committed to any customer or supplier, that it will terminate any sales or purchasing programs currently in place with Seller.
- (IV) Seller is not currently under performance review or quality review with any of its customers, suppliers or any other third party relationships.
- (V) Seller is not aware that any of its vendors or suppliers are under any performance review or quality review.
- (VI) None of Sellers' vendors or suppliers are currently suspended from delivery products and services to Seller.
- (VII) Seller is not aware of any product defects which are expected to result in the return of any products, other than in the normal course of business.
- (VIII) Seller is not aware of any pending legal matters with any of its employees or vendors.
- (IX) Seller is not aware of any defaults under its existing real property lease or any environmental liabilities related to the underlying real property.

(y) Disclosure. Neither the representations or warranties made by Seller or Stockholder in this Agreement, nor the Disclosure Schedule or any other certificate executed and delivered by Seller pursuant to this Agreement, when taken together, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances under which they were furnished.

Section 3.2. Representations and Warranties of Buyer. In order to induce Seller and Stockholder to enter into this Transaction, Buyer represents and warrants to Seller and Stockholder, the statements made in this Section 3.2 are true and correct as of the date hereof,

except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date). The Buyer Disclosure Schedules will be arranged in paragraphs corresponding to the numbered and lettered sections contained in this Section 3.2 and the disclosure in any paragraph shall qualify other sections in this Section 3.2 to the extent that it is apparent from a reading of such disclosure that it also qualifies or applies to such other sections.

(a) Organization and Qualification. Buyer is a limited liability company duly organized, validly existing and in corporate good standing in the State of Delaware and has the power and authority to carry on its business as presently conducted. Buyer is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified will not have a Material Adverse Effect on Buyer.

(b) Authorization. Buyer has the right, power and legal capacity and has taken all necessary legal, manager and member action required for the due and valid authorization, execution, delivery and performance by Buyer of this Agreement and the Transaction Documents and the consummation of the Transaction contemplated herein and therein. This Agreement, and to the extent Buyer is a party to the Transaction Documents, each of the Transaction Documents, is a legal, valid and binding obligation of Buyer, enforceable in accordance with its respective terms.

(c) No Conflicts. The execution, delivery and performance of this Agreement and the Transaction Documents, and the consummation of the Transaction contemplated hereby and thereby by Buyer, does not and will not violate, conflict with, or result in a breach of any provision or constitute a default under (i) the Certificate of Formation or Limited Liability Company Agreement of the Buyer (the "**Buyer Charter Documents**"), or (ii) any contract or agreement to which Buyer is a party or to which the assets or business of Buyer may be subject, except where such violation would not have a Material Adverse Effect on Buyer; or (iii) violate any judgment, ruling, order, writ, injunction, award, decree, statute, law, ordinance, code, rule or regulation of any court or foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority which is applicable to the assets, properties or business of Buyer, except where such violation would not have a Material Adverse Effect on Buyer.

(d) Government Approvals. No Consent with any Governmental Entity, is or will be required on the part of Buyer in connection with the execution, delivery and performance of this Agreement, the other Transaction Documents and any other agreements or instruments executed by Buyer in connection herewith or therewith, the failure of which would have a Material Adverse Effect on Buyer.

(e) Brokers and Finders. Buyer has not employed any broker, agent or finder or incurred any liability for any brokerage fees, agents' commissions or finders' fees in connection with the transactions contemplated hereby.

ARTICLE IV

CERTAIN COVENANTS

Section 4.1. Employee Matters. Nothing contained herein will be considered as requiring Seller or Buyer to continue the employment of any employee for any specified period, at any specified location or under any specified job category, except as specifically provided for in an offer letter or other agreement of employment.

Section 4.2. Further Assurances.

(a) From time to time and at any time after the Closing, and without further expense to Buyer, Seller will execute and furnish to Buyer such instruments of assignment and transfer, conveyances, bills of sale and other documents as Buyer may reasonably request in order to effect or evidence the transfer to Buyer of all of Seller's right, title, and interest in and to the Purchased Assets, or to otherwise give full effect to this Agreement and to effectuate the intent of the parties. In the event that any of the Purchased Assets require the consent of a third party for transfer or assignment to Buyer, such consent has not been obtained prior to the Closing, and the Closing takes place without delivery of such consent, Seller will use commercially reasonable efforts to obtain such consent (or, if requested by Buyer, to assist Buyer in obtaining) such consent as soon as is practicable following the Closing.

(b) From time to time and at any time after the Closing, and without further expense to Seller, Buyer will execute and furnish to Seller such instruments of assumption as Seller may reasonably request in order to effect or evidence the assumption by Buyer of the Assumed Liabilities or to otherwise give full effect to this Agreement and to effectuate the intent of the parties.

Section 4.3. Public Announcements. Except as may be required by law, Buyer, Seller and Stockholder agree not to disseminate any press release or other announcement concerning this Agreement or the Transaction contemplated herein to any third party (except to the directors, officers and employees of the parties to this Agreement whose direct involvement is necessary for the consummation of the Transaction contemplated under this Agreement, or to the attorneys, advisors and accountants of the parties hereto) without the prior written agreement of Buyer and Seller.

Section 4.4. Confidentiality. Seller and Stockholder agree not to disclose, use or copy any confidential information of Buyer, including confidential information being transferred to Buyer pursuant to this Agreement, except as Buyer may authorize or direct, and except as to information which the disclosing Seller and Stockholder can establish: (a) was, on the date of this Agreement, generally known to the public; or (b) became generally known to the public after the date of this Agreement other than as a result of the act or omission of Seller, its employees, consultants or agents, or Stockholder.

Section 4.5. Fees and Expenses. Except as set forth in Section 6.12, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the transaction is consummated.

Section 4.6. Change of Name. Within thirty (30) days after the Closing, or if the Commonwealth of Massachusetts will not accept a name change filing from Seller during such thirty (30) day period, such longer period as may be reasonably required, Seller shall take all action necessary to change its corporate name to a name that does not include the phrase "Holmed" and from and after the Closing agrees not to use the phrase "Holmed" in any manner.

Section 4.7. Insurance. Seller and/or Stockholder will maintain a discontinued products liability policy for a period of not less than three (3) years from the Closing Date, which shall cover any and all pre-Closing liabilities, including without limitation, any product liability claims, that may arise after the Closing Date (the "Insurance Policy"). The cost of the Insurance Policy shall be borne 100% by the Seller and/or Stockholder.

Section 4.8. Buck Working Capital Note. Seller and Stockholder hereby agree and acknowledge that in the event of an Event of Default resulting in a bankruptcy proceeding of Buyer six (6) months after the date hereof, each of the Seller Notes shall rank junior to the Buck Working Capital Note.

Section 4.9 Accounts Receivable. Seller agrees to be responsible for the collection of all outstanding accounts receivable as of the Closing Date, and upon receipt of any such pre-Closing Date accounts receivable by Buyer, such amounts shall be remitted to Seller. Buyer will be responsible for the collection of all accounts receivable accrued after the Closing Date, and upon receipt of any such post-Closing Date accounts receivable by Seller, such amounts shall be remitted to Buyer.

ARTICLE V

SURVIVAL; INDEMNIFICATION

Section 5.1. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the parties contained herein shall survive the Closing Date and shall remain in full force and effect for eighteen (18) months after the Closing Date; provided, however that (i) Section 3.1(j) (Taxes) will survive until three (3) months after the expiration of the statute of limitations (with extensions) and (ii) the representations and warranties of the parties set forth in Sections 3.1(a) (Organization and Qualification), 3.1(b) (Ownership of Capital Stock), 3.1(c) (Authorization), 3.1(g) (Title to Assets), 3.2(a) (Organization and Qualification) and 3.2(b) (Authorization) will survive indefinitely. Any claim (whether or not fixed as to liability or liquidated as to amount) pending on the expiration date of the applicable survival period set forth above for which a claim notice has been given in accordance with this Article V on or before such expiration date may continue to be asserted and indemnified against until finally resolved.

Section 5.2. Indemnification Generally.

(a) By Seller and Stockholder. Seller and Stockholder, *jointly and severally*, will each indemnify, save, hold harmless and defend Buyer, its affiliates and its officers, directors,

principals, agents, employees or other authorized representatives, successors and assigns, from and against any and all costs, losses, including without limitation, Taxes, liabilities, obligations, damages, deficiencies, actions, claims, demands, and expenses (whether or not arising out of third-party claims), and reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing ("Losses"), asserted, incurred in connection with, arising out of, resulting from or incident to (i) any breach of any representation or warranty made by the Seller or Stockholder in or pursuant to this Agreement, the Transaction Documents, or in any certificate or other closing document delivered pursuant to this Agreement; (each representation and warranty being read for this purpose without regard to any "materially," "Material Adverse Effect," "in any material respect" or similar exception or qualifier contained in any such representation or warranty); (ii) any failure by Seller and/or Stockholder to perform or observe any covenant, agreement or condition to be performed or observed by any of them under this Agreement, the Transaction Documents, or in any certificate or other closing document delivered pursuant to this Agreement; (iii) any acts or omissions of Seller and/or Stockholder relating to the operations, ownership, condition or conduct of the Seller Business or the Purchased Assets prior to the Closing, including without limitation, whether or not disclosed in any Disclosure Schedule to this Agreement; and (iv) any liabilities or obligations of Seller or Stockholder which are not Assumed Liabilities, including without limitation, costs associated with the termination of Seller employees during the term of the MSA, facility costs and employee costs of Seller upon the termination of the MSA, the cost of winding down Seller after the termination of the MSA and costs associated with any products liability claims against Seller regarding Seller Products manufactured prior to the Closing Date.

(b) By Buyer. Buyer will indemnify, save, hold harmless and defend the Seller and Stockholder and their respective officers, employees, agents, successors and assigns from and against any and all Losses asserted, incurred in connection with, arising out of, resulting from or incident to (i) any breach of any representation or warranty made by Buyer in or pursuant to this Agreement, the Transaction Documents, or in any certificate delivered under this Agreement; (ii) any breach of any covenant or agreement made by Buyer in or pursuant to this Agreement, the Transaction Documents, or in any certificate or closing document delivered under this Agreement; (iii) any acts or omissions of Buyer relating to the operations, ownership, condition of the Purchased Assets or the conduct of Buyer's business after the Closing or (iv) any Assumed Liabilities.

(c) Defense of Claims. If a claim for Losses (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification will give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to Losses for which indemnification may be sought under this Article V. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity under this Agreement, written notice of such will be given to the indemnifying party as promptly as practicable (and in any event within 15 days after the service of the citation or summons). The failure of any indemnified party to give timely notice under this Agreement will not affect its rights to indemnification under this Agreement, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party will acknowledge in writing to the indemnified party that the indemnifying party will be obligated under the terms of its indemnity under this Agreement in connection with

such lawsuit or action, then the indemnifying party will be entitled, if it so elects, (i) to take control of the defense and investigation of such lawsuit or action, (ii) to employ and engage attorneys of its own choice to handle and defend the same (unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party will be entitled at the indemnifying party's cost, risk and expense, to separate counsel of its own choosing) and (iii) to compromise or settle such claim, which compromise or settlement will be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld. If the indemnifying party fails to assume the defense of such claim within 30 days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted will (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim will not be compromised or settled without the written consent of the indemnifying party, which consent will not be unreasonably withheld, unless the proposed settlement involves only the payment of money damages by the indemnifying party. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The parties hereto will reasonably cooperate with each other in connection with any such defense.

Section 5.3. Limitations of Liability. An indemnifying party shall have no liability with respect to the matters described in Section 5.2(a) or (b) unless and until the aggregate Losses for which it would otherwise be liable under Section 5.2(a) or (b) exceed \$25,000 (at which point the indemnifying party shall be liable for the aggregate Losses under Section 5.2(a) or (b) from dollar one). Notwithstanding anything to the contrary contained herein, the maximum aggregate obligation of Seller and Stockholder with respect to all matters for which Buyer may seek indemnification under this Agreement shall not exceed the Purchase Price. Notwithstanding anything to the contrary in this Section 5.3, the limitations and thresholds set forth herein shall not apply with respect to claims based on fraud.

Section 5.4. Setoff. Notwithstanding anything to the contrary contained in this Agreement, upon receipt of a final judgment in its favor, the Buyer shall have the right to setoff and/or offset the amount of any Claims it may have pursuant to this Agreement against any amounts payable to Seller pursuant to Section 1.4.

Section 5.5. Effect on the Purchase Price. Any payment made under Article V shall constitute an adjustment to the Purchase Price for all purposes, including federal, state and local Tax as well as financial accounting purposes, except as otherwise required by GAAP for financial accounting purposes only.

ARTICLE VI

GENERAL

Section 6.1. Notices. All notices, requests, consents, claims, demands, waivers and other

communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5.1):

If to Buyer:

Holmed, LLC
7 First Street
Palmer, Massachusetts
Attention: Jeff Buck
Email: jbuck@premco.net

with a copy to (which shall not constitute notice):

Morse, Barnes-Brown & Pendleton, P.C.
CityPoint
230 Third Avenue, Fourth Floor
Waltham, MA 02451
Attention: Shannon S. Zollo, Esq.
Email: szollo@mbbp.com

If to Seller or Stockholder:

Russell Holmes
16 Fox Run Road
Dover, MA 02030
Email: holmes16@earthlink.net

with a copy to (which shall not constitute notice):

Drew Kaplan, Esq.
One Park Row, Suite 300
Providence, RI 02903
Email: dkaplan@crflp.com

Section 6.2. Entire Agreement. This Agreement and the Transaction Documents supersede any and all oral or written agreements or understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 6.3. Parties in Interest. Except as otherwise set forth herein, all covenants, agreements, representations, warranties and undertakings contained in this Agreement shall be binding on and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto. Except as may be required to be disclosed by order of a court or otherwise required by law, the parties agree to maintain in confidence the terms of this Agreement, except that the parties hereto may disclose such terms to its accountants, lawyers, bankers and advisors in the ordinary course. Except as otherwise specifically provided herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective heirs, successors and assigns. Notwithstanding anything to the contrary set forth herein, Stockholder is not an intended third party beneficiary of any of the Seller's representations and warranties contained in this Agreement.

Section 6.4. Amendment and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties. No waiver by of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 6.5. No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

Section 6.6. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning hereof.

Section 6.7. Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision shall not be affected thereby.

Section 6.8. Counterparts; Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format (.pdf) signature.

Section 6.9. Relief. In the event litigation is maintained by a party to this Agreement or in any of the other agreements referenced in this Agreement against any other party to enforce this Agreement or any of the other agreements referenced in this Agreement or to seek any remedy for breach, then each party shall be responsible for its own attorneys' fees and costs of suit.

Section 6.10. Schedules and Exhibits. The Schedules and Exhibits attached hereto and referred to in this Agreement are a part of this Agreement for all purposes.

Section 6.11. Agreement Binding. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the successors, assigns, heirs and legal and personal representatives of the parties hereto.

Section 6.12. Litigation/Arbitration. The parties hereby covenant and agree that, in the event of a dispute hereunder which results in litigation or arbitration proceedings ("Proceedings"), any and all costs, fees and expenses associated with such Proceedings which are incurred by the prevailing party in such Proceedings shall be paid by the loser in such Proceedings.

Section 6.13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof and the federal laws of the United States of America.

Section 6.14. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

HOLMED, LLC

By: 

Name: Jeff Buck

Title: Manager

SELLER:

HOLMED CORP.

By: _____

Name: Russell Holmes

Title: President

STOCKHOLDER:

Russell Holmes

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

HOLMED, LLC

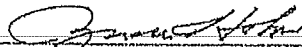
By: _____

Name: Jeff Buck

Title: Manager

SELLER:

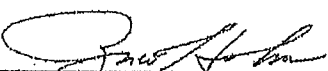
HOLMED CORP.

By:  _____

Name: Russell Holmes

Title: President

STOCKHOLDER:

 _____
Russell Holmes

[Signature Page to Asset Purchase Agreement]

EXHIBIT A-3

INTELLECTUAL PROPERTY

(See Attached)

HOL-MED CORPORATION INTELLECTUAL PROPERTY ESTATE SUMMARY

Prepared by LuAnn Cserr
Chace Ruttenberg & Freedman LLC

PATENTS

Patent No.	Issue Date	Serial No.	Filing Date	Title	Record Owner
8,438,956	May 14, 2013	12/256958	Oct. 23, 2008	Torque Indicating Driver	Hol-Med Corporation
8,267,957	Sep. 18, 2012	11/956914	Dec. 14, 2007	Compressor with Extended Ratchet Bar Feature	Holmed Corporation
8,262,667	Sep. 11, 2012	12/036771	Feb. 25, 2008	Multi-Diameter Implant Forceps	Holmed Corporation
		EP 1942809		Spreader Insert for a Retraction System	Hol-Med Corporation
6949108	Aug. 29, 2002	10/086,750	Feb. 28, 2002	Curette with Detachable Tip	Hol-Med Corporation
6716218	Apr. 6, 2004	10/083,829	Feb. 27, 2002	Instrument for Bone Distraction and Compression Having Ratcheting Tips	Hol-Med Corporation
6,006,581	Dec. 28, 1999	09/ 178,667	Oct. 26, 1998	Rod Bending System	Hol-Med Corporation
5,951,554	Sep. 14, 1999	08/944936	Oct. 2, 1997	Screw Removal System	Russell P. Holmes
5,836,937	Nov. 17, 1998	08/922717	Sep. 2, 1997	Rod Cutter with Depth Gauge	Russell P. Holmes
5,431,670*	Jul. 11, 1995	135,783	Oct. 13, 1993	Surgical Suturing Instrument	Hol-Med Corporation
5,417,701*	May 23, 1995	39,884	Mar. 30, 1003	Surgical Instrument with Magnetic Needle Holder	Holmed Corporation

* Now expired.