

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3586518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RUSSELL HOLMES	01/31/2014
HOLMED CORP.	01/31/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HOLMED, LLC
<b>Street Address:</b>	110 FRANK MOSSBERG DRIVE.
<b>City:</b>	ATTLEBRO
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02703
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6949108
<b>Patent Number:</b>	6716218
<b>Patent Number:</b>	5836937
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(816)983-8080
<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>	
<b>Email:</b>	pto-kc@huschblackwell.com
<b>Correspondent Name:</b>	MAX ELLENBECKER
<b>Address Line 1:</b>	4801 MAIN STREET, SUITE 1000
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64112
<b>ATTORNEY DOCKET NUMBER:</b>	14501.70
<b>NAME OF SUBMITTER:</b>	MAX ELLENBECKER
<b>SIGNATURE:</b>	/MaxEllenbecker/
<b>DATE SIGNED:</b>	10/26/2015
<b>Total Attachments: 10</b>	
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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. [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

Section 1.3. [REDACTED]

Pages 3-23 have been redacted

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:**

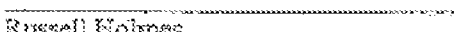
HOLMED CORP.

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

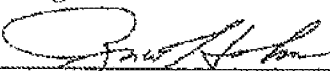
SELLER:

HOLMED CORP

Name: Russell Holmes

Title: President

STOCKHOLDER:

  
\_\_\_\_\_  
Russell Holmes

[Signature Page to Asset Purchase Agreement]

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EXHIBIT A-3

INTELLECTUAL PROPERTY

(See Attached)

CONFIDENTIAL  
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HOL-MED CORPORATION INTELLECTUAL PROPERTY ESTATE SUMMARY



CONFIDENTIAL  
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PEP Adler  
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# 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
8,262,867	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	10/063,829	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, 1993	Surgical Instrument with Magnetic Needle Holder	Holmed Corporation

\* Now expired.

Pages 53-140 have been redacted