

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3588893

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MR DANIEL F. CHENEY	10/13/2015
DR MARK S. MYERSON	09/28/2015
DR JOHN KENT ELLINGTON	07/28/2015
DR THOMAS J. CHANG	09/22/2015
DR JOHANNES CHRISTIAN COATZEE	09/26/2015
DR BRYAN D. DEN HARTOG	09/30/2015
DR ANISH R. KADAKIA	09/19/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIOMEDICAL ENTERPRISES, INC.
<b>Street Address:</b>	14785 OMICRON DRIVE
<b>Internal Address:</b>	SUITE 205
<b>City:</b>	SAN ANTONIO
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78245
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29543680
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(210)472-3311
<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>Phone:</b>	210-472-3535
<b>Email:</b>	cmakay@att.net
<b>Correspondent Name:</b>	LAW OFFICES OF CHRISTOPHER L. MAKAY
<b>Address Line 1:</b>	1634 MILAM BUILDING
<b>Address Line 2:</b>	115 EAST TRAVIS STREET
<b>Address Line 4:</b>	SAN ANTONIO, TEXAS 78205-1763
<b>ATTORNEY DOCKET NUMBER:</b>	B-0140.52
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER L. MAKAY
<b>SIGNATURE:</b>	/Christopher L. Makay/

PATENT

**DATE SIGNED:**

10/27/2015

**Total Attachments: 31**

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## ASSIGNMENT

WHEREAS, I, Daniel F. Cheney, residing at 8 Lockspring, San Antonio, TX 78254, (hereinafter referred to as "Assignor") have invented certain new and useful improvements in an ORTHOPEDIC IMPLANT, for which I have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, BioMedical Enterprises, Inc., a corporation organized and existing under the laws of the State of Texas, whose business address is Texas Research Park, 14785 Omicron Drive, Suite 205, San Antonio, Texas 78245 (hereinafter referred to as "Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said improvement and the said application.

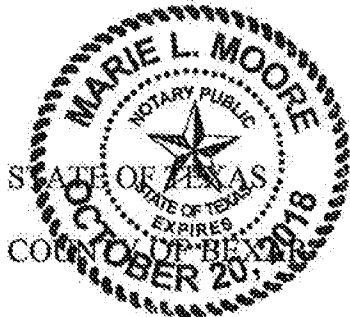
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor further assigns to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

I HEREBY further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 13<sup>th</sup> day  
of October, 2015.



§  
§  
§

D. F. Cheney  
Daniel F. Cheney

On this 13<sup>th</sup> day of October, 2015, before me, a Notary Public, personally appeared Daniel F. Cheney, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledge the same to be his free act and deed.

Marie L. Moore  
Notary Public, State of  
My Commission Expires: 10-20-2018

**EXHIBIT A -- FORM OF ASSIGNMENT**  
**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "**Assignment**") is made and entered into by and between Biomedical Enterprises, Inc., a Texas corporation, whose address is 14785 Omicron Drive, Suite 205, San Antonio, Texas 78245 (referred to in this Assignment as "**Assignee**") and Mark S. Myerson, whose address is 301 St. Paul Pl, Baltimore MD 21202 ("**Assignor**") (collectively, the "**Parties**").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby agreed and the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, confirms, represents, warrants and agrees as follows:

**1 DEFINITIONS.** For all purposes of this Assignment, words and phrases having initial letters that are capitalized shall have meanings consistent with any meanings given for those words and phrases when they are set out in bold font within quotation marks, which includes the definitions given here for the following words and phrases:

1.1 "**Commercial Enjoyment**" shall mean creation, ownership, manufacture, import, export, commercialization, reproduction, improvement, modification, adaptation, translation, derivation, distribution, transmission, publication, disclosure, display, performance, use, and any and all other activity directly or indirectly related to the same.

1.2 "**Intellectual Property**" shall mean all right, title and interest that Assignor has heretofore acquired, made or had made or may hereafter acquire, make or have made, relating directly or indirectly to the Subject Matter, including without limitation: (i) any and all related contractual rights, copyrights, patents, trade secrets and all other intellectual property rights, and all proprietary information relating thereto, which now exist or which may exist in the future; and (ii) all right, title and interest in and to trademarks, together with the goodwill of the business represented and authorized by the trademarks; and (iii) all specific intellectual property assets identified on the accompanying Schedule 2 (Discreet IP Filings), which is incorporated herein by this reference; and (iv) any and all Letters Patent or Copyright Registrations that have been or may hereafter be applied therefor or granted thereon in the United States of America and in all foreign countries throughout the world, and any and all applications, filings, continuations, continuations-in-part, extensions, divisions, renewals, reissues, reexaminations or the like therefor; and (v) all claims for damages by reason of past infringement of any of the foregoing, with all right to sue and collect such damages, as well as all rights to enforce and enjoin or recover damages or any other legally available remedies against any and all others that have infringed or may in the future infringe as much; and (vi) all past, current and/or future rights created by license, permit, consent, waiver, release, settlement or the like, by or from any third parties, whether expressed or implied, relating directly or indirectly to Commercial Enjoyment.

1.3 "**Subject Idea**" shall mean the device as described in the attached Schedule 1 (Subject Idea), which is incorporated here in its entirety, by this reference.

1.4 "**Subject Matter**" shall be a collective reference to the Subject Idea, the Technology, and all Commercial Enjoyment of that Subject Idea or that Technology.

1.5 "**Technology**" shall be a collective reference to all technology, trade secrets, know how, inventions, software works, textual works, graphics, products, trademarks, documentation and materials, as well as any and all modifications thereof and improvements thereon, that relate directly or indirectly to the Subject Idea.

**2 TRANSFER OF INTELLECTUAL PROPERTY.**

2.1 The Assignor hereby sells, assigns, transfers and sets over, and confirms that he/she has and will sell, assign, transfer and set over, directly or indirectly to Assignee, Assignor's entire right, title, interest, and goodwill in, to and under the Intellectual Property.

2.2 Assignor further agrees that if at any time hereafter Assignor makes any invention or inventions constituting an improvement or improvements on the Intellectual Property described above, Assignor will promptly disclose the same to Assignee, its assigns, or other legal representatives and will, upon request of Assignee, do all lawful acts and make all lawful oaths requisite for filing application or applications for Letters Patent or Copyrights on such improvement or improvements and for procuring such Letters Patent or Copyrights without additional consideration, but at the expense of Assignee, its assigns or other legal representatives, and that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to assign the entire right, title and interest in and to such invention or inventions, or such application or applications or the Letters Patent or Copyrights issued thereon to Assignee, its assigns or other legal representatives.

**3 ASSIGNOR'S REPRESENTATIONS & WARRANTIES.** Assignor hereby represents, warrants and agrees that: (i) it owns all right, title and interest in the Intellectual Property being assigned herein; (ii) other than such rights as may already been conveyed to or acquired by Assignee, the interests being conveyed under this Assignment constitute all the right, title and interests that Assignor has or might have in the Intellectual Property; (iii) that Assignor otherwise has the full right to convey the interests herein assigned; and (iv) that Assignor has not executed and will not execute any agreement or assignment in conflict herewith.

**4 NECESSARY AID OR INFORMATION.** Assignor agrees to reasonably cooperate with Assignee and to execute and cause others under its control to execute all papers that may be necessary or desirable to (i) vest in Assignee or its nominee(s) the entire right, title and interest in, to and under the Intellectual Property and (ii) enable Assignee or its nominee(s) to secure, enforce, protect and maintain the Intellectual Property, in all countries in which Assignee shall elect or be able to do as much.

**5 GOVERNING LAW.** This Assignment shall be governed by the laws of the State of Texas, excluding its laws regarding conflicts of law.

**6 SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

**7 ENTIRETY.** This Assignment represents the entire understanding of the Parties with respect to its subject matter. Provided, however, in the event the Parties to this Assignment have previously entered into or otherwise executed assignments or agreements, or made oral or written representations, between each other, this Assignment shall control only with respect to the specific subject matter contained herein and shall not supersede any such previous assignment, agreement or representation to the extent it can be reasonably construed in a manner that is consistent with the terms of this Assignment.

[SIGNATURE BLOCKS FOR THIS ASSIGNMENT BEGINS ON THE NEXT PAGE]

**EXECUTED, ACKNOWLEDGED & AGREED:**

**ASSIGNOR**

By: MARK MYERSON  
Name: Justin  
Title: \_\_\_\_\_  
Date: 9/28/2015

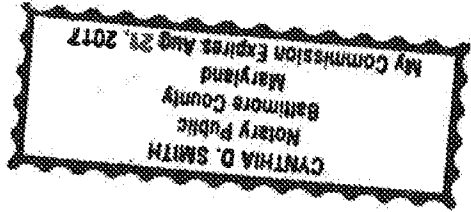
**ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.**

By: [Signature]  
Name: Keith M Peoples  
Title: President / CEO  
Date: 9/14/2015

**ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:**

STATE OF Maryland §  
COUNTY OF Baltimore §

Before me, a notary public, on this day personally appeared Mark Myerson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.



Cynthia D. Smith  
Notary Public Signature  
My commission expires: 8/29/2017

### **Schedule 1 -- Subject Idea**

BME ELITE product (formerly termed the Extreme product). The BME Elite products consist of the implants that have S, Y, and H-shaped bridges and that were developed between 2013 and 2015, to be marketed under the "BME Elite" brand, together with the instruments and packaging uniquely commercialized with these implants.



## Schedule 2 – Schedule of Discreet IP Filings

### U.S. Patent Applications:

- 62/213,774 – Elite implant and manufacturing.
- 62/086,381 – Elite insertion tool provisional.
- 29/509,747 – Elite S-design patent.
- Anticipated filing of Elite H-design patent.
- Anticipated filing of Elite Y-design patent.
- Anticipated filing of Elite drill template design patents (S, H, Y).
- Anticipated filing of Elite system surgical method and method of packaging.

[Although the above list is not limiting, please list all discrete Patent, Trademark and/or Copyright filings that relate to aspects of the Subject Idea to which Innovator may have contributed or in which Innovator owns or has owned an interest. For purposes of recording BME's ownership interests, Innovator may later be asked to sign a separate assignment for each filing identified on this Schedule of Discreet IP Filings. In addition, please note that inclusion on this list does not necessarily mean that Innovator was in fact an inventor or contributor to the filings identified above, nor does it require that Innovator be listed as an inventor for identified patent filings.]

**EXHIBIT A - FORM OF ASSIGNMENT  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made and entered into by and between Biomedical Enterprises, Inc., a Texas corporation, whose address is 14785 Omicron Drive, Suite 205, San Antonio, Texas 78245 (referred to in this Assignment as "Assignee") and John Kent Ellington whose address is 1104 Sedgewood Forest Lane, Charlotte NC 28211 ("Assignor") (collectively, the "Parties").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby agreed and the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, confirms, represents, warrants and agrees as follows:

**1 DEFINITIONS.**

1.1 For all purposes of this Assignment, "Commercial Enjoyment" shall mean creation, ownership, manufacture, import, export, commercialization, reproduction, improvement, modification, adaptation, translation, derivation, distribution, transmission, publication, disclosure, display, performance, use, and any and all other activity directly or indirectly related to the same.

1.2 For all purposes of this Assignment, "Intellectual Property" shall mean all right, title and interest relating to Commercial Enjoyment of technology, trade secrets, know how, inventions, software works, textual works, graphics, products, trademarks, documentation and materials, as well as any and all modifications thereof and improvements thereon, that Assignor has heretofore acquired, made or had made or may hereafter acquire, make or have made, including without limitation: (i) any and all related contractual rights, copyrights, patents, trade secrets and all other intellectual property rights, and all proprietary information relating thereto, which now exist or which may exist in the future; and (ii) all right, title and interest in and to trademarks, together with the goodwill of the business represented and authorized by the trademarks; and (iii) all specific intellectual property assets identified on the attached Schedule of Particular IP Assets; and (iv) any and all Letters Patent or Copyright Registrations that have been or may hereafter be applied therefor or granted thereon in the United States of America and in all foreign countries throughout the world, and any and all applications, filings, continuations, continuations-in-part, extensions, divisions, renewals, reissues, reexaminations or the like therefor; and (v) all claims for damages by reason of past infringement of any of the foregoing, with all right to sue and collect such damages, as well as all rights to enforce and enjoin or recover damages or any other legally available remedies against any and all others that have infringed or may in the future infringe as much; and (vi) all past, current and/or future rights created by license, permit, consent, waiver, release, settlement or the like, by or from any third parties, whether expressed or implied, relating directly or indirectly to Commercial Enjoyment.

**2 TRANSFER OF INTELLECTUAL PROPERTY.**

2.1 The Assignor hereby sells, assigns, transfers and sets over, and confirms that he/she has and will sell, assign, transfer and set over, directly or indirectly to Assignee, Assignor's entire right, title, interest, and goodwill in, to and under the Intellectual Property.

2.2 Assignor further agrees that if at any time hereafter Assignor makes any invention or inventions constituting an improvement or improvements on the Intellectual Property described above, Assignor will promptly disclose the same to Assignee, its assigns, or other legal representatives and will, upon request of Assignee, do all lawful acts and make all lawful oaths

requisite for filing application or applications for Letters Patent or Copyrights on such improvement or improvements and for procuring such Letters Patent or Copyrights without additional consideration, but at the expense of Assignee, its assigns or other legal representatives, and that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to assign the entire right, title and interest in and to such invention or inventions, or such application or applications or the Letters Patent or Copyrights issued thereon to Assignee, its assigns or other legal representatives.

**3 ASSIGNOR'S REPRESENTATIONS & WARRANTIES.** Assignor hereby represents, warrants and agrees that: (i) it owns all right, title and interest in the Intellectual Property being assigned herein; (ii) other than such rights as may already been conveyed to or acquired by Assignee, the interests being conveyed under this Assignment constitute all the right, title and interests that Assignor has or might have in the Intellectual Property; (iii) that Assignor otherwise has the full right to convey the interests herein assigned; and (iv) that Assignor has not executed and will not execute any agreement or assignment in conflict herewith.

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EXECUTED, ACKNOWLEDGED & AGREED:  
ASSIGNOR

ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.

Tarsal Innovations LLC

By: John Keef Ellington

Name: John Keef Ellington

Title: Owner - LLC

Date: 7-28-15

By: Paul Paul

Name: David Karsatz

Title: VP Operations

Date: 9-15-2015

ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:

STATE OF North Carolina §

COUNTY OF Maclennburg §

Before me, a notary public, on this day personally appeared John Kent Ellington known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.

Therese B Wilson  
Notary Public  
Gaston County, NC  
My Commission Expires Nov. 18, 2017

Therese B Wilson  
Notary Public Signature

My commission expires: 11-18-2017

SCHEDULE OF PARTICULAR IP ASSETS

BME Elite 4H implant design patent application B-0140-52.

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[SIGNATURE BLOCKS FOR THIS ASSIGNMENT BEGINS ON THE NEXT PAGE]

**EXECUTED, ACKNOWLEDGED & AGREED:**

**ASSIGNOR**

By: TCY  
Name: Thomas J Chang  
Title: DDM  
Date: 9/22/15

**ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.**

By: [Signature]  
Name: Keith M Peoples  
Title: President / CEO  
Date: 9/14/2015

**ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:**

STATE OF California §  
COUNTY OF SONOMA §

Before me, a notary public, on this day personally appeared Thomas Chang, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.



[Signature]  
Notary Public Signature

My commission expires: 10/16/2015



### **Schedule 1 -- Subject Idea**

BME ELITE product (formerly termed the Extreme product). The BME Elite products consist of the implants that have S, Y, and H-shaped bridges and that were developed between 2013 and 2015, to be marketed under the "BME Elite" brand, together with the instruments and packaging uniquely commercialized with these implants.

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- 62/086,381 – Elite insertion tool provisional.
- 29/509,747 – Elite S-design patent.
- Anticipated filing of Elite H-design patent.
- Anticipated filing of Elite Y-design patent.
- Anticipated filing of Elite drill template design patents (S, H, Y).
- Anticipated filing of Elite system surgical method and method of packaging.

[Although the above list is not limiting, please list all discrete Patent, Trademark and/or Copyright filings that relate to aspects of the Subject Idea to which Innovator may have contributed or in which Innovator owns or has owned an interest. For purposes of recording BME's ownership interests, Innovator may later be asked to sign a separate assignment for each filing identified on this Schedule of Discreet IP Filings. In addition, please note that inclusion on this list does not necessarily mean that Innovator was in fact an inventor or contributor to the filings identified above, nor does it require that Innovator be listed as an inventor for identified patent filings.]

**EXHIBIT A -- FORM OF ASSIGNMENT  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "**Assignment**") is made and entered into by and between Biomedical Enterprises, Inc., a Texas corporation, whose address is 14785 Omicron Drive, Suite 205, San Antonio, Texas 78245 (referred to in this Assignment as "**Assignee**") and Johannes Christian Coetzee, whose address is 4490 Thomas Lake Cir, Eagan MN, 55122 ("**Assignor**") (collectively, the "**Parties**").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby agreed and the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, confirms, represents, warrants and agrees as follows:

**1 DEFINITIONS.** For all purposes of this Assignment, words and phrases having initial letters that are capitalized shall have meanings consistent with any meanings given for those words and phrases when they are set out in bold font within quotation marks, which includes the definitions given here for the following words and phrases:

1.1 "**Commercial Enjoyment**" shall mean creation, ownership, manufacture, import, export, commercialization, reproduction, improvement, modification, adaptation, translation, derivation, distribution, transmission, publication, disclosure, display, performance, use, and any and all other activity directly or indirectly related to the same.

1.2 "**Intellectual Property**" shall mean all right, title and interest that Assignor has heretofore acquired, made or had made or may hereafter acquire, make or have made, relating directly or indirectly to the Subject Matter, including without limitation: (i) any and all related contractual rights, copyrights, patents, trade secrets and all other intellectual property rights, and all proprietary information relating thereto, which now exist or which may exist in the future; and (ii) all right, title and interest in and to trademarks, together with the goodwill of the business represented and authorized by the trademarks; and (iii) all specific intellectual property assets identified on the accompanying Schedule 2 (Discreet IP Filings), which is incorporated herein by this reference; and (iv) any and all Letters Patent or Copyright Registrations that have been or may hereafter be applied therefor or granted thereon in the United States of America and in all foreign countries throughout the world, and any and all applications, filings, continuations, continuations-in-part, extensions, divisions, renewals, reissues, reexaminations or the like therefor; and (v) all claims for damages by reason of past infringement of any of the foregoing, with all right to sue and collect such damages, as well as all rights to enforce and enjoin or recover damages or any other legally available remedies against any and all others that have infringed or may in the future infringe as much; and (vi) all past, current and/or future rights created by license, permit, consent, waiver, release, settlement or the like, by or from any third parties, whether expressed or implied, relating directly or indirectly to Commercial Enjoyment.

1.3 "**Subject Idea**" shall mean the device as described in the attached Schedule 1 (Subject Idea), which is incorporated here in its entirety, by this reference.

1.4 "**Subject Matter**" shall be a collective reference to the Subject Idea, the Technology, and all Commercial Enjoyment of that Subject Idea or that Technology.

1.5 "**Technology**" shall be a collective reference to all technology, trade secrets, know how, inventions, software works, textual works, graphics, products, trademarks, documentation and materials, as well as any and all modifications thereof and improvements thereon, that relate directly or indirectly to the Subject Idea.

## **2 TRANSFER OF INTELLECTUAL PROPERTY.**

2.1 The Assignor hereby sells, assigns, transfers and sets over, and confirms that he/she has and will sell, assign, transfer and set over, directly or indirectly to Assignee, Assignor's entire right, title, interest, and goodwill in, to and under the Intellectual Property.

2.2 Assignor further agrees that if at any time hereafter Assignor makes any invention or inventions constituting an improvement or improvements on the Intellectual Property described above, Assignor will promptly disclose the same to Assignee, its assigns, or other legal representatives and will, upon request of Assignee, do all lawful acts and make all lawful oaths requisite for filing application or applications for Letters Patent or Copyrights on such improvement or improvements and for procuring such Letters Patent or Copyrights without additional consideration, but at the expense of Assignee, its assigns or other legal representatives, and that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to assign the entire right, title and interest in and to such invention or inventions, or such application or applications or the Letters Patent or Copyrights issued thereon to Assignee, its assigns or other legal representatives.

**3 ASSIGNOR'S REPRESENTATIONS & WARRANTIES.** Assignor hereby represents, warrants and agrees that: (i) it owns all right, title and interest in the Intellectual Property being assigned herein; (ii) other than such rights as may already been conveyed to or acquired by Assignee, the interests being conveyed under this Assignment constitute all the right, title and interests that Assignor has or might have in the Intellectual Property; (iii) that Assignor otherwise has the full right to convey the interests herein assigned; and (iv) that Assignor has not executed and will not execute any agreement or assignment in conflict herewith.

**4 NECESSARY AID OR INFORMATION.** Assignor agrees to reasonably cooperate with Assignee and to execute and cause others under its control to execute all papers that may be necessary or desirable to (i) vest in Assignee or its nominee(s) the entire right, title and interest in, to and under the Intellectual Property and (ii) enable Assignee or its nominee(s) to secure, enforce, protect and maintain the Intellectual Property, in all countries in which Assignee shall elect or be able to do as much.

**5 GOVERNING LAW.** This Assignment shall be governed by the laws of the State of Texas, excluding its laws regarding conflicts of law.

**6 SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

**7 ENTIRETY.** This Assignment represents the entire understanding of the Parties with respect to its subject matter. Provided, however, in the event the Parties to this Assignment have previously entered into or otherwise executed assignments or agreements, or made oral or written representations, between each other, this Assignment shall control only with respect to the specific subject matter contained herein and shall not supersede any such previous assignment, agreement or representation to the extent it can be reasonably construed in a manner that is consistent with the terms of this Assignment.

[SIGNATURE BLOCKS FOR THIS ASSIGNMENT BEGINS ON THE NEXT PAGE]

**EXECUTED, ACKNOWLEDGED & AGREED:**

**ASSIGNOR**

By: J. C. Coetzee  
Name: J. C. Coetzee  
Title: MD  
Date: 9/26/15

**ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.**

By: Keith M Peoples  
Name: Keith M Peoples  
Title: President/CEO  
Date: 9/14/2015

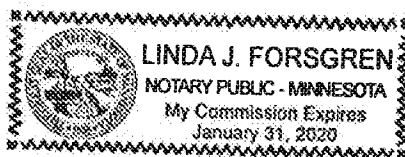
**ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:**

STATE OF Minnesota §  
COUNTY OF Hennepin §

Before me, a notary public, on this day personally appeared J. C. Coetzee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.

Linda J. Forsgren  
Notary Public Signature

My commission expires: 01-31-2020



### **Schedule 1 -- Subject Idea**

BME ELITE product (formerly termed the Extreme product). The BME Elite products consist of the implants that have S, Y, and H-shaped bridges and that were developed between 2013 and 2015, to be marketed under the "BME Elite" brand, together with the instruments and packaging uniquely commercialized with these implants.

## Schedule 2 – Schedule of Discreet IP Filings

### U.S. Patent Applications:

- 62/213,774 – Elite implant and manufacturing.
- 62/086,381 – Elite insertion tool provisional.
- 29/509,747 – Elite S-design patent.
- Anticipated filing of Elite H-design patent.
- Anticipated filing of Elite Y-design patent.
- Anticipated filing of Elite drill template design patents (S, H, Y).
- Anticipated filing of Elite system surgical method and method of packaging.

[Although the above list is not limiting, please list all discrete Patent, Trademark and/or Copyright filings that relate to aspects of the Subject Idea to which Innovator may have contributed or in which Innovator owns or has owned an interest. For purposes of recording BME's ownership interests, Innovator may later be asked to sign a separate assignment for each filing identified on this Schedule of Discreet IP Filings. In addition, please note that inclusion on this list does not necessarily mean that Innovator was in fact an inventor or contributor to the filings identified above, nor does it require that Innovator be listed as an inventor for identified patent filings.]

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FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby agreed and the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, confirms, represents, warrants and agrees as follows:

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1.2 "**Intellectual Property**" shall mean all right, title and interest that Assignor has heretofore acquired, made or had made or may hereafter acquire, make or have made, relating directly or indirectly to the Subject Matter, including without limitation: (i) any and all related contractual rights, copyrights, patents, trade secrets and all other intellectual property rights, and all proprietary information relating thereto, which now exist or which may exist in the future; and (ii) all right, title and interest in and to trademarks, together with the goodwill of the business represented and authorized by the trademarks; and (iii) all specific intellectual property assets identified on the accompanying Schedule 2 (Discreet IP Filings), which is incorporated herein by this reference; and (iv) any and all Letters Patent or Copyright Registrations that have been or may hereafter be applied therefor or granted thereon in the United States of America and in all foreign countries throughout the world, and any and all applications, filings, continuations, continuations-in-part, extensions, divisions, renewals, reissues, reexaminations or the like therefor; and (v) all claims for damages by reason of past infringement of any of the foregoing, with all right to sue and collect such damages, as well as all rights to enforce and enjoin or recover damages or any other legally available remedies against any and all others that have infringed or may in the future infringe as much; and (vi) all past, current and/or future rights created by license, permit, consent, waiver, release, settlement or the like, by or from any third parties, whether expressed or implied, relating directly or indirectly to Commercial Enjoyment.

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[SIGNATURE BLOCKS FOR THIS ASSIGNMENT BEGINS ON THE NEXT PAGE]

**EXECUTED, ACKNOWLEDGED & AGREED:**

**ASSIGNOR**

By: [Signature]  
Name: Bryan Den Hartog  
Title: Consultant  
Date: 9/20/15

**ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.**

By: [Signature]  
Name: Keith M Peoples  
Title: President/CEO  
Date: 9/14/2015

**ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:**

STATE OF Iowa §  
COUNTY OF Polk §

Before me, a notary public, on this day personally appeared Bryan Den Hartog, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.

[Signature]  
Notary Public Signature

My commission expires: 6/15/16

6-15-16

### **Schedule 1 -- Subject Idea**

BME ELITE product (formerly termed the Extreme product). The BME Elite products consist of the implants that have S, Y, and H-shaped bridges and that were developed between 2013 and 2015, to be marketed under the "BME Elite" brand, together with the instruments and packaging uniquely commercialized with these implants.

## Schedule 2 – Schedule of Discreet IP Filings

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[SIGNATURE BLOCKS FOR THIS ASSIGNMENT BEGINS ON THE NEXT PAGE]

**EXECUTED, ACKNOWLEDGED & AGREED:**

**ASSIGNOR**

By: Anish Kadakia  
Name: Anish Kadakia  
Title: Physician  
Date: 9/19/15

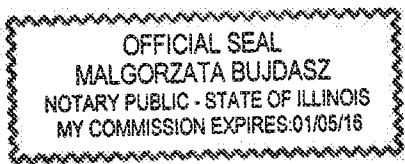
**ASSIGNEE,  
BIOMEDICAL ENTERPRISES, INC.**

By: [Signature]  
Name: Keith M Peoples  
Title: President/CEO  
Date: 9/14/2015

**ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:**

STATE OF IL §  
COUNTY OF COOK §

Before me, a notary public, on this day personally appeared Anish Kadakia known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.



[Signature]  
Notary Public Signature

My commission expires: 01-05-16

### **Schedule 1 -- Subject Idea**

BME ELITE product (formerly termed the Extreme product). The BME Elite products consist of the implants that have S, Y, and H-shaped bridges and that were developed between 2013 and 2015, to be marketed under the "BME Elite" brand, together with the instruments and packaging uniquely commercialized with these implants.



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