

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3665751

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID HENDRICKS	12/23/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HENDRICKS ORTHOTIC PROSTHETIC ENTERPRISES, INC.
<b>Street Address:</b>	2241 S. WATSON ROAD, SUITE 101
<b>City:</b>	ARLINGTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76010
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6790191
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)827-8185
<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>	312 807 4214
<b>Email:</b>	chicago.patents@klgates.com
<b>Correspondent Name:</b>	ROBERT W. CONNORS, K&L GATES LLP
<b>Address Line 1:</b>	P.O. BOX 1135
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-1135
<b>ATTORNEY DOCKET NUMBER:</b>	3717790.00001
<b>NAME OF SUBMITTER:</b>	ROBERT W. CONNORS
<b>SIGNATURE:</b>	/Robert W. Connors/
<b>DATE SIGNED:</b>	12/18/2015
<b>Total Attachments: 6</b>	
source=hendricksassign#page1.tif	
source=hendricksassign#page2.tif	
source=hendricksassign#page3.tif	
source=hendricksassign#page4.tif	
source=hendricksassign#page5.tif	
source=hendricksassign#page6.tif	

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

David Hendricks  
2924 Zaharias Dr.  
Orlando, FL 32837

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Hendricks Orthotic Prosthetic Enterprises, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2241 S. Watson Road, Suite 101

City: Arlington

State: TX

Country: USA Zip: 76010

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 23, 2009

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,790,191

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Joseph F. Arand

Internal Address: \_\_\_\_\_

Street Address: 70 W. Madison St.; Suite 3100

City: Chicago

State: IL Zip: 60602

Phone Number: 312-807-4288

Docket Number: \_\_\_\_\_

Email Address: joseph.arand@kigates.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

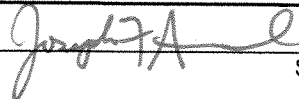
- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 02-1818

Authorized User Name Joseph F. Arand

**9. Signature:**



Signature

12-18-15

Date

Joseph F. Arand

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

December 23, 2003

Ladies and Gentlemen:

This letter agreement ("Letter Agreement") is entered into by and between David Hendricks ("Hendricks") and Hendricks Orthotic Prosthetic Enterprises, Inc. (the "Company"). The parties to this Letter Agreement (the "Parties") are entering into this Letter Agreement in connection with that certain Purchase Agreement of even date herewith (the "Purchase Agreement") by and among Hendricks, the Company, Med Tech Holding LLC (the "Buyer") and certain other parties. The Parties hereby agree as follows:

1. The Buyer is purchasing the Company from Hendricks and one other stockholder pursuant to the Purchase Agreement, and Hendricks wishes to enter into this Letter Agreement in connection with such sale in order to induce the Buyer to effect such purchase, from which Hendricks will derive significant personal benefits. The Buyer is an intended third party beneficiary.
2. Hendricks acknowledges that all Intellectual Property (as defined below) is the property of the Company, including, without limitation, the Ace Patent, the Lux Systems and the Ninja System (each as defined below). Hendricks hereby assigns, and agrees in the future to assign to the Company (or as otherwise directed by the Company), his full right, title and interest in and to all Intellectual Property. Hendricks agrees to provide, at the Company's request, all further cooperation which the Company determines is necessary or desirable to accomplish the complete transfer of the Intellectual Property and all associated rights to the Company, its successors, assigns and nominees, and to ensure the Company of the full enjoyment of the Intellectual Property, including by executing assignments of patents, patent applications or other Intellectual Property. Specifically, but without limiting the generality of the foregoing, (a) Hendricks hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents reasonably deemed necessary by the Company to protect or perfect its rights to any Intellectual Property, and (b) Hendricks agrees to assist the Company, upon reasonable request and at the Company's expense, in obtaining, defending and enforcing the Company's rights to the Intellectual Property.
3. For purposes of this Letter Agreement, "Intellectual Property" means any invention, research, formula, process, discovery, development, design, innovation, trade secret, confidential information or improvement (whether or not patentable, registrable under copyright statutes, or registrable as a trademark) made, conceived, or first actually reduced to practice by Hendricks solely or jointly with others, prior to the date hereof, in connection with or related to Hendricks' employment with the Company or to the business of the Company or its research or development (including for its affiliates or predecessors). Without limiting the generality of the foregoing, "Intellectual Property" includes: (i) the hyperextension back brace system patented on September 14, 2004 under U.S. Patent Number 6,790,191 B1 (the "Ace Patent"); (ii) all "OrthoLux" and other "Lux" products currently developed and/or marketed (the "Lux Systems"), and (iii) the progressive spinal system developed and/or marketed under the unregistered trademark "NINJA" (the "Ninja System").

4. In addition to the foregoing, Hendricks agrees that all copyrightable works that he created with respect to the Intellectual Property and/or during his employment with the Company (including for its affiliates or predecessors), prior to the date hereof, but in each case in connection with or related to Hendricks' employment with the Company or to the business of the Company or its research or development (including for its affiliates or predecessors), shall be considered "work made for hire" and shall hereafter be owned exclusively by the Company.

5. In the event that at any time any further action is necessary to carry out the provisions and intent of this Letter Agreement, Hendricks will take such further action (including the execution and delivery of such further instruments and documents) as the Company reasonably may request.

6. Hendricks agrees to reasonably cooperate with the Company, at the Company's expense, by making himself available to testify on behalf of the Company in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist the Company, in any such action, suit, or proceeding, by providing information and meeting and consulting with the representatives or counsel of the Company, as may be reasonably requested, in each case that relates to any Intellectual Property. The Company agrees to reimburse Hendricks for all reasonable out-of-pocket expenses actually incurred in connection with his provision of testimony or assistance hereunder.

7. If any portion or provision of this Letter Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Letter Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Letter Agreement shall be valid and enforceable to the fullest extent permitted by law. Furthermore, in lieu of such illegal, invalid or unenforceable portion or provision there shall be added automatically, as part of this Letter Agreement, a portion or provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8. This Letter Agreement shall be governed by and construed under the internal laws of the State of Florida without application of the conflict of laws. Any provision of this Letter Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance), only the written consent of all the Parties. Hendricks may not make any assignment of this Letter Agreement or any of his obligations hereunder, by operation of law or otherwise, without the prior written consent of the Company. Hendricks agrees that the Company shall be entitled to specific performance to enforce this Letter Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Letter Agreement has been executed by the Company and Hendricks, as of the date first above written.

Hendricks Orthotic Prosthetic Enterprises, Inc.

By: David Hendricks  
Name: President  
Title:

David Hendricks  
David Hendricks

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of December 23, 2009, by and among David Hendricks and James Hendricks (each a "Shareholder" and collectively the "Shareholders"), Hendricks Orthotic Prosthetic Enterprises, Inc., a Florida corporation ("Hope"), Hope Orthopedic de Caribe, Inc., a Panama corporation ("HODC" and, together with Hope, the "Companies"), Med Tech Holding LLC, a Delaware limited liability company (the "Stock Buyer"), and Hope Manufacturing, LLC, a Delaware limited liability company ("Asset Buyer" and, together with the Stock Buyer, the "Buyers").

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Stock Buyer desires to purchase from the Shareholders, and the Shareholders desire to sell to Stock Buyer, all of the Capital Stock of Hope (the "Stock Sale");

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Asset Buyer desires to purchase from HODC, and HODC desire to sell to Asset Buyer, the assets of HODC (the "Asset Sale"); and

WHEREAS, the Shareholders own all of the issued and outstanding Capital Stock of Hope (the "Shares"), David Hendricks owns all of the issued and outstanding Capital Stock of HODC, and each of the Shareholders wishes to induce the Buyers to enter into this Agreement and consummate the Stock Sale and Asset Sale (collectively, together with the other transactions contemplated by this Agreement, the "Transactions");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

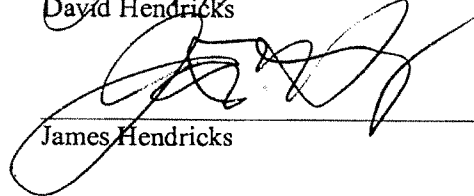
1.1 Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person. In the case of a Shareholder, "Affiliates" also includes all persons related to such Shareholder, whether by marriage, blood or adoption. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and such "control" will be presumed if any Person owns 10% or more of the voting capital stock or other ownership interests, directly or indirectly, of any other Person.

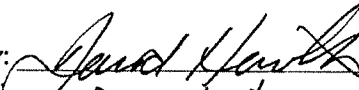
"Affiliated Group" means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which either of the Companies is or has been a member.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement on the date first written above.

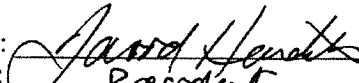
  
David Hendricks

  
James Hendricks


Hendricks Orthotic Prosthetic Enterprises, Inc.

By:   
Its: President


Hope Orthopedic de Caribe, Inc.

By:   
Its: President

Med Tech Holding LLC

By:   
Its: Secretary

Hope Manufacturing, LLC

By:   
Its: Secretary

*Signature Page to Purchase Agreement*