

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4347771

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PALMAZ SCIENTIFIC, INC.	08/05/2016
RECEIVING PARTY DATA		
Name:	VACTRONIX SCIENTIFIC, INC.	
Street Address:	5005 BRADIN COURT	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	8329021	
Patent Number:	8679517	
Patent Number:	8728563	
Patent Number:	8632583	
Patent Number:	8617238	
Patent Number:	9050394	
Patent Number:	8668818	
Patent Number:	9439789	
Patent Number:	9422633	
Patent Number:	9272077	
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	6318-999 (3RD)	

NAME OF SUBMITTER:	LORI DUNHAM
SIGNATURE:	/Lori Dunham/
DATE SIGNED:	03/31/2017
Total Attachments: 78 source=VSI Assignment#page1.tif source=VSI Assignment#page2.tif source=VSI Assignment#page3.tif source=VSI Assignment#page4.tif source=VSI Assignment#page5.tif source=VSI Assignment#page6.tif source=VSI Assignment#page7.tif source=VSI Assignment#page8.tif source=VSI Assignment#page9.tif source=VSI Assignment#page10.tif source=VSI Assignment#page11.tif source=VSI Assignment#page12.tif source=VSI Assignment#page13.tif source=VSI Assignment#page14.tif source=VSI Assignment#page15.tif source=VSI Assignment#page16.tif source=VSI Assignment#page17.tif source=VSI Assignment#page18.tif source=VSI Assignment#page19.tif source=VSI Assignment#page20.tif source=VSI Assignment#page21.tif source=VSI Assignment#page22.tif source=VSI Assignment#page23.tif source=VSI Assignment#page24.tif source=VSI Assignment#page25.tif source=VSI Assignment#page26.tif source=VSI Assignment#page27.tif source=VSI Assignment#page28.tif source=VSI Assignment#page29.tif source=VSI Assignment#page30.tif source=VSI Assignment#page31.tif source=VSI Assignment#page32.tif source=VSI Assignment#page33.tif source=VSI Assignment#page34.tif source=VSI Assignment#page35.tif source=VSI Assignment#page36.tif source=VSI Assignment#page37.tif source=VSI Assignment#page38.tif source=VSI Assignment#page39.tif source=VSI Assignment#page40.tif source=VSI Assignment#page41.tif source=VSI Assignment#page42.tif source=VSI Assignment#page43.tif	

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**FORM OF
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (this "**Assignment**") is entered into as of August 5, 2016 by and among Palmaz Scientific Inc., a Delaware corporation ("**PSI**"), Advanced Bio Prosthetic Surfaces, Ltd., a Texas limited partnership ("**ABPS**"), and ABPS Venture One, Ltd., a Texas limited partnership ("**ABPS Venture**" and, together with PSI and ABPS, "**Assignor**"), and VACTRONIX Scientific, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase and Sale Agreement dated as of the date hereof by and among Assignor and Assignee (the "**Purchase and Sale Agreement**").

RECITALS

WHEREAS, Assignor and Assignee entered into the Purchase and Sale Agreement, which provides, among other things, for Assignor to sell and assign to Assignee all of its right, title and interest in and to the Subject Assets, including, without limitation, the Assumed Contracts set forth on Exhibit A attached hereto (collectively, the "**Subject Contracts**"), and Assignee has agreed to assume all liabilities and obligations of Assignor arising after the Closing Date under the Subject Contracts (the "**Assumed Liabilities**"); and

WHEREAS, Assignee has assigned certain of its rights and delegated certain of its obligations under the Purchase and Sale Agreement to HC Litigation Fund, LLC;

NOW, THEREFORE, pursuant to the Purchase and Sale Agreement and in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Subject Assets. Assignor hereby contributes, sells, assigns, grants, conveys and transfers to Assignee all of such Assignor's right, title and interest in and to the Subject Assets, including the Subject Contracts, Free and Clear (excluding Permitted Encumbrances), but specifically excluding the Harriman litigation matter described in Part IV of Exhibit A of the Purchase and Sale Agreement and Assignee hereby accepts such assignment of the Subject Assets.
2. Assumption of Assumed Liabilities. Assignee hereby assumes the Assumed Liabilities and agrees to pay, perform and discharge, as and when due, the Assumed Liabilities.
3. Terms of the Purchase and Sale Agreement. The terms of the Purchase and Sale Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities of Assignor and its Affiliates contained in the Purchase and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the

event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

4. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
5. Binding Effect. This Assignment shall be binding upon, and, inure to the benefit of, Assignor and Assignee and their respective successors and assigns.
6. **GOVERNING LAW**. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**
7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature pages follow.]

EXHIBIT A

SUBJECT CONTRACTS

1. Settlement Agreement and Mutual Release dated as of May 19, 2014, among Christopher Boyle, Advanced Bio Prosthetic Surfaces, Ltd., ABPS Management, LLC, ABPS Venture One, Ltd., Palmaz Scientific, Inc., and Julio Palmaz
2. Trademark License Agreement dated as of May 19, 2008, by and between Cordis Corporation and Palmaz Scientific, Inc.
3. Third Amendment of License Agreement and Restatement Thereof dated as of May 19, 2008, by and between Cordis Corporation, Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd.
4. Development Agreement dated as of November 2, 2015, by and between Palmaz Scientific, Inc. and *[name of counterparty omitted pursuant to confidentiality requirements in Section 16 of the agreement]*
5. Subscription Agreement dated as of October 31, 2010 between Palmaz Scientific, Inc. and TriVentures II Fund, L.P.
6. Amended and Restated Agreement of Limited Partnership of TriVentures II Fund, L.P., as amended by Amendment No. 3 to the Agreement of Limited Partnership of TriVentures II Fund, L.P. dated as of February 25, 2016

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

PALMAZ SCIENTIFIC INC.

By:

Name:

Title:

Eugene Sprague
Eugene Sprague
Director

ADVANCED BIO PROSTHETIC
SURFACES, LTD

By:

ABPS MANAGEMENT, LLC,
its general partner

By:

Name:

Title:

Eugene Sprague
Eugene Sprague
Director

ABPS VENTURE ONE, LTD.

By:

ADVANCED BIO PROSTHETIC
SURFACES, LTD.,
its general partner

By:

ABPS MANAGEMENT, LLC,
its general partner

By:

Name:

Title:

Eugene Sprague
Eugene Sprague
Director

ASSIGNEE:

VACTRONIX SCIENTIFIC INC.

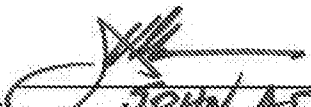
By: 
Name: JOHN A. FEL
Title: CHIEF FINANCIAL OFFICER

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SUBJECT CONTRACTS

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4. Development Agreement dated as of November 2, 2015, by and between Palmaz Scientific, Inc. and *[name of counterparty omitted pursuant to confidentiality requirements in Section 16 of the agreement]*
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6. Amended and Restated Agreement of Limited Partnership of TriVentures II Fund, L.P., as amended by Amendment No. 3 to the Agreement of Limited Partnership of TriVentures II Fund, L.P. dated as of February 25, 2016



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: July 14, 2016.

A handwritten signature in cursive script, reading "Craig A. Gargotta".

CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	
	§	CASE NO. 16-50552
PALMAZ SCIENTIFIC INC.,	§	
	§	Chapter 11
Debtor.	§	
In re:	§	
	§	CASE NO. 16-50555
ADVANCED BIO PROSTHETIC	§	
SURFACES, LTD.,	§	Chapter 11
	§	
Debtor.	§	
In re:	§	
	§	CASE NO. 16-50556
ABPS MANAGEMENT, LLC,	§	
	§	Chapter 11
Debtor.	§	
In re:	§	
	§	CASE NO. 16-50554
ABPS VENTURE ONE, LTD.,	§	
	§	Chapter 11
Debtor.	§	(Jointly Administered Under 16-50552)

**ORDER ON DEBTORS' MOTION FOR (A) AUTHORITY TO SELL ASSETS FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; (B) TO ESTABLISH
PROCEDURES WITH RESPECT TO SUCH SALE; (C) TO CONSIDER APPROVAL
OF BREAK UP FEE; AND (D) TO SHORTEN AND LIMIT NOTICE**

Upon the Debtors' Motion For (A) Authority to Sell Assets Free and Clear of Liens,
Claims and Encumbrances; (B) to Establish Procedures with Respect to Such Sale; (C) to

Consider Approval of Break Up Fee; and (D) to Shorten and Limit Notice, dated May 23, 2016, of Palmaz Scientific Inc., Advanced Bio Prosthetic Surfaces, Ltd., ABPS Management, LLC, and ABPS Venture One, Ltd. (“Debtors” or “Debtors-in-Possession”), as debtors and debtors in possession, in the above-captioned case (the “Chapter 11 Case”) [Docket #234] (the “Motion”);¹ and on May 23, 2016, the Debtors having filed an Emergency Motion to Shorten Time related in part to the Motion [Docket #238]; and the Motion to Shorten Time having been granted by the Court on May 24, 2016 [Docket #241]; and the Court having held its first hearing on the Motion on May 25, 2016 and having granted the Debtors’ request to approve bid procedures and set a sale date for the auction and hearing on the Motion for June 10, 2016; and an order approving the bid procedures and setting the auction and sale hearing having been entered by the Court on June 3, 2016 [Docket #259]; and on June 10, 2016, the Court having conducted the sale and held a hearing on the Motion (the “Hearing”); and the Court having considered the Motion, having examined the exhibits attached thereto, having considered the limited objection to the Motion filed by the Official Committee of Unsecured Creditors on June 8, 2016 [Docket #266], and having considered the oral objection made to the Motion at the hearing on June 10, 2016, the Court finds and determines the following:

- A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is core within the meaning of 28 U.S.C. § 157(b). The statutory predicates for the relief sought herein are sections 105(a), 363 and 365 of the Bankruptcy Code, and the procedural grounds are Rules 2002, 6004, 9006 and 9007 of the Bankruptcy Rules.

¹ Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

- B. Notice of the Hearing was given to (i) the Office of the United States Trustee for the Western District of Texas, (ii) counsel for the DIP Lender, (iii) and to all creditors identified on the creditor matrix. Based on the record made by the Debtors, the Court finds that appropriate notice of the Hearing has been given.
- C. The legal and factual bases set forth on the record at the Hearing establish just and sufficient cause to grant the relief granted herein. The relief granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest.
- D. James Hoffman, representing himself, raised oral objections to the Motion at the Hearing. No written objection was timely filed. The objections are overruled.
- E. Vactronix Scientific, Inc. ("Vactronix") was the only Qualified Bidder. No other Party posted the required deposit or otherwise complied with the approved bidding procedures to qualify as a bidder.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Subject in all respects to paragraph 4 herein, the Motion is granted, and pursuant to 11 U.S.C. § 363 (b), (f), (k) and (m) and §365 (a), the Debtors are authorized to sell the Assets as set forth in the Motion and the attached Asset Purchase Agreement ("Exhibit A") free and clear of any and all liens, claims and encumbrances and assume and assign the executory contracts as set forth in the Motion and Exhibit A attached hereto to Vactronix and/or its designee.
2. The closing of the sale approved in paragraph 1 is subject to confirmation of a Plan of Reorganization (the "Plan") of the Debtors consistent with the Term Sheet approved by the Court on May 27, 2016 [Docket #248].

3. Upon the closing of the sale, the Debtors are authorized to pay Gerbsman Partners its previously approved \$100,000.00 commission without the need for Gerbsman Partners to file a fee application.

4. Notwithstanding Rule 6004(h) of the Bankruptcy Rules or any other term to the contrary herein, this Order shall be effective and enforceable upon the occurrence of the Effective Date of the Debtors' confirmed plan of reorganization (as such term is defined therein), and there shall be no stay of the execution or effectiveness of this Order.

#

PURCHASE AND SALE AGREEMENT

by and among

**PALMAZ SCIENTIFIC INC.,
ADVANCED BIO PROSTHETIC SURFACES, LTD.
and
ABPS VENTURE ONE, LTD.
as Seller**

and

**VACTRONIX SCIENTIFIC, INC.
as Buyer**

dated

June __, 2016

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EXHIBITS

Exhibit A	Subject Assets
Exhibit B	List of Assumed Contracts and Maximum Cure Costs
Exhibit C-1	Credit Bid Indebtedness – Secured
Exhibit C-2	Credit Bid Indebtedness – Unsecured
Exhibit D	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit E	Bid Procedures Order

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into as of June __, 2016 (the "**Execution Date**"), by and among Palmaz Scientific Inc., a Delaware corporation ("**PSI**"), Advanced Bio Prosthetic Surfaces, Ltd., a Texas limited partnership ("**ABPS**"), and ABPS Venture One, Ltd., a Texas limited partnership ("**ABPS Venture**" and, together with PSI and ABPS, "**Seller**"), and Vactronix Scientific, Inc., a Delaware corporation ("**Buyer**"). Buyer and Seller are each a "**Party**" and together the "**Parties**".

WHEREAS, Seller and certain of its Affiliates have commenced cases under the protection of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") by filing voluntary petitions for relief (the "**Seller's Chapter 11 Cases**") with the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (the "**Bankruptcy Court**"), on March 4, 2016, and Seller's Chapter 11 Cases are being jointly administered under Case No. 16-50552-cag;

WHEREAS, Seller owns certain patents, patent applications, equipment, and related assets as hereinafter more particularly described;

WHEREAS, Buyer desires to purchase the Subject Assets and Seller desires to sell the Subject Assets to Buyer, all subject to and according to the terms and conditions set forth below (such purchase and sale, the "**Sale Transaction**");

WHEREAS, Seller has agreed to transfer to Buyer, and Buyer has agreed to purchase and assume, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Subject Assets from the Seller, upon the terms and subject to the conditions contained in this Agreement, including obtaining an order of the Bankruptcy Court pursuant to Sections 105, 363 and 365 of the Bankruptcy Code authorizing the Sale Transaction;

WHEREAS, Buyer and Seller intend to execute and perform this Agreement subject to a Bid Procedures Order (defined herein), and the parties recognize that Seller may enter into and consummate an Alternate Transaction (defined herein) with an Alternate Buyer (defined herein) as a result of complying with the Bid Procedures Order; and

WHEREAS, the Parties acknowledge and agree that the purchase by Buyer of the Subject Assets is being made at arm's length and in good faith and without intent to hinder, delay, or defraud creditors of Seller.

NOW, THEREFORE, in consideration of the foregoing recitals (such recitals being incorporated by reference into and expressly made part of this Agreement) and their mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITION OF TERMS. For the purposes of this Agreement, including the Exhibits and Schedules hereto, the following terms shall have the meanings assigned to them and the capitalized terms defined elsewhere in this Agreement, by describing in quotation marks and/or parenthesis, shall have the meanings so ascribed to them:

"ABPS" has the meaning given to such term in the preamble of this Agreement.

"ABPS Venture" has the meaning given to such term in the preamble of this Agreement.

"Affiliate" means, with respect to an entity, another entity controlled by or under common control with such entity.

"Agreement" means this Purchase and Sale Agreement.

"Alternate Buyer" means a Person (other than Buyer) that submits the highest bid to purchase the Subject Assets pursuant to the Bid Procedures Order and agrees to pay Seller at least \$23.1 million in cash.

"Alternate Courts" has the meaning given to such term in Section 13.

"Alternate Transaction" means, other than the Sale Transaction, any sale of the Subject Assets.

"Assumed Contracts" means Seller's executory contracts that are listed on Exhibit B, which executory contracts shall be assumed by Seller and assigned to the Buyer pursuant to Section 365 of the Bankruptcy Code, the Sale Order, or other order of the Bankruptcy Court.

"Assignment" means the Bill of Sale, Assignment and Assumption Agreement by and between Seller and Buyer, substantially in the form attached hereto as Exhibit D.

"Bankruptcy Code" has the meaning set forth in the recitals of this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals of this Agreement.

"Bid Procedures Order" means the Bid Procedures Order entered by the Bankruptcy Court relating to the sale of the Subject Assets and attached hereto as Exhibit E.

"Books and Records" mean, in whatever form or media expressed, all books, records, files or copies thereof, in Seller's possession relating to the Patents, Patent Applications, or Assumed Contracts, except those that Seller may be prohibited from disclosing or transferring by existing contractual non-disclosure or confidentiality obligations.

"Boyle Agreement" has the meaning given to such term on Exhibit B.

"Boyle Amount" means the remaining balance of under the Boyle Agreement as of the filing date of Seller's Chapter 11 Cases (regardless of any subsequent payments that may have been made by the obligors or guarantors under the Boyle Agreement).

"Business Day" means each and every day of the week except for Saturday, Sunday and any federally recognized holiday.

"Buyer" has the meaning given to such term in the preamble of this Agreement.

“**Claims**” mean all claims (including counter-claims, third party claims or claims by any Governmental Authority), damages, liabilities, obligations, costs, expenses, attorneys’ fees and expenses, fines, penalties, remedial actions, causes of action or judgments of any kind or character (hereinafter referred to as “**Claim**”, in the singular, and as “**Claims**”, in the multiple).

“**Closing**” or “**Close**” means the consummation of the transaction contemplated by this Sale Transaction.

“**Closing Date**” means the date on which the Closing occurs.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Credit Bid Indebtedness**” means the amounts owed by Seller to Buyer or its affiliates (a) pursuant to (i) that certain DIP Credit Agreement dated April __, 2016, among Seller and ABPS Management, L.L.C., as Borrowers, and Buyer, as Lender, (ii) the related Security Agreement among Seller and ABPS Management, L.L.C., as Grantors, and Buyer, as Lender, and (iii) the related Term Note by Seller and ABPS Management, L.L.C., as Borrowers, to Buyer, as Lender; (b) pursuant to the other secured indebtedness listed on Exhibit C-1; and (c) pursuant to the unsecured indebtedness listed on Exhibit C-2.

“**Cure Costs**” means, with respect to any Assumed Contract, any and all amounts necessary to cure all defaults, if any, and to pay all losses that have resulted from defaults under such Assumed Contract.

“**Execution Date**” has the meaning given to it in the preamble of this Agreement.

“**File, Filed, Filing**” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Seller’s Chapter 11 Cases.

“**Final Order**” means an Order of the Bankruptcy Court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for re-argument, rehearing, or reconsideration has expired and to which no appeal, petition for writ of certiorari, or other appellate review, or proceeding for re-argument, rehearing, or reconsideration shall be pending; (b) as to which any right to appeal, petition for certiorari, or move for re-argument, rehearing, or reconsideration shall have been waived in writing by the party with such right; or (c) as to which an appeal, writ of certiorari, motion for re-argument or rehearing has been Filed or sought and such order shall not have been stayed.

“**Free and Clear**” means free and clear of all liens, Claims, Litigation, encumbrances, interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, rights asserted in adversary proceedings in the Seller’s Chapter 11 Cases, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of the Seller (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal law, whether known or unknown, legal or equitable, and all liens, rights of offset, replacement liens,

adequate protection liens, charges, obligations, or claims granted, allowed or directed in any order.

“Governmental Authority” means any and all federal, state, municipal, county or other local governmental authorities.

“Litigation” means all governmental and non-governmental litigation, arbitration, mediations, claims, proceedings or investigations.

“Material Adverse Effect” means a material adverse effect on the operations or value of the Subject Assets.

“Minimum Cash Amount” means the sum of (i) allowed administrative claims, provided that administrative claims for substantial contribution by shall be included only up to \$150,000; and (ii) allowed unsecured claims other than the claims listed on Exhibit C-2 and other than the Boyle Amount; provided that Minimum Cash Amount shall not include (and Buyer shall not be responsible for) any claim arising from rescission of a purchase or sale of a security of Seller or of an affiliates of Seller or for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under Section 502 of the Bankruptcy Code on account of such a claim.

“Parties” has the meaning given to such term in the preamble of this Agreement.

“Party” has the meaning given to such term in the preamble of this Agreement.

“Patents” means Seller’s US- and foreign-issued patents, including those listed on Exhibit A.

“Patent Applications” means Seller’s pending US- and foreign-patent applications, including those listed on Exhibit A.

“Permitted Encumbrances” means rights of third parties arising after the Closing under the Assumed Contracts.

“Person” means any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization, government or department or agency thereof or other entity.

“PSI” has the meaning given to such term in the preamble of this Agreement.

“Purchase Price” has the meaning given to such term in Section 2(b).

“Sale Order” means an Order of the Bankruptcy Court approving the Sale Transaction.

“Sale Transaction” has the meaning given to such term in the recitals of this Agreement.

“Seller” has the meaning given to such term in the preamble of this Agreement.

“Seller’s Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Subject Assets” means, collectively:

- (a) the Patents, the Patent Applications, and all copyrights, copyright licenses, copyright applications, patent licenses, trademarks, trademark licenses, trademark applications, computer software (including documentation and source and object codes), trade secrets, know how, inventions, discoveries, confidential or proprietary information, technical information, data, process technology, plans, drawings and blue prints and other intellectual property rights, owned by or licensed to Seller;
- (b) the Tangible Personal Property;
- (c) All of Seller’s right, title and interest in and to the Claims listed on Exhibit A;
- (d) All of Seller’s right, title and interest in its approximately 2.33% limited partnership interest in TriVentures II Fund, L.P., a Delaware limited partnership;
- (e) Seller’s books, records and other data relating to the operations of Seller’s business, including customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer software, computer disks and tapes and other storage media, printouts and other materials and records, but excluding minute books, employee records, financial and tax records, and any other records that Seller is required by law to retain in its possession;
- (f) All of Seller’s interest in, title, and rights under the Assumed Contracts.

“Tangible Personal Property” means all machinery, equipment, tools, furniture, parts, equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller’s books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto, including the items listed on Exhibit A.

“Tax” or *“Taxes”* shall mean any taxes, fees, levies, imposts, duties, assessments or other charges of any kind whatsoever imposed by any government or Governmental Authority, including interest, penalties and additions imposed thereon or with respect thereto.

2. PURCHASE AND SALE.

(a) **Purchase and Sale.** On the Closing Date, Seller hereby agrees to sell all of Seller’s right, title and interest in and to the Subject Assets to Buyer, and Buyer hereby agrees to purchase and assume all of Seller’s right, title and interest in and to the Subject Assets from Seller, Free and Clear (except for Permitted Encumbrances) pursuant to the terms and conditions herein contained.

(b) **Purchase Price.** As consideration for the acquisition of the Subject Assets from Seller, Buyer shall pay Seller (i) \$22,600,000, subject to adjustment as provided in the following sentence, or (ii) such higher amount bid by Buyer pursuant to the Bid Procedures Order (the amount determined under clause (i) or (ii) of this sentence, as applicable, referred to herein as the "**Purchase Price**"). The amount of \$22,600,000 in clause (i) of the preceding sentence will be adjusted upward to the extent necessary to make the amount of cash payable pursuant to Section 3(a) equal to the Minimum Cash Amount.

3. PAYMENT OF PURCHASE PRICE. At the Closing, Buyer shall pay the Purchase Price to Seller as follows:

(a) **Cash Payment.** Buyer shall pay to Seller, by wire transfer of immediately available funds to an account designated by Seller, an amount equal to (i) the Purchase Price minus (ii) the sum of (x) the Credit Bid Indebtedness and (y) the Boyle Amount.

(b) **Credit Bid Indebtedness.** Buyer shall execute an assignment to Seller of all of Buyer's rights to receive payment of Credit Bid Indebtedness; and

(c) **Assumed Obligations.** Buyer shall execute and deliver to Seller the Assignment, providing for the assumption by Buyer of liabilities and obligations arising after the Closing Date under the Assumed Contracts.

4. BANKRUPTCY MATTERS. Notwithstanding any conflicting or inconsistent provision of this Agreement, Seller's and Buyer's obligations to consummate the Sale Transaction under this Agreement are subject to and contingent upon the entry of the Sale Order and the occurrence of the effective date under Seller's confirmed plan of reorganization.

5. COVENANTS AND AGREEMENTS OF SELLER AND BUYER.

(a) **Mutual Covenants.**

(1) **Cooperation.** Subject to the Bid Procedures Order, Seller and Buyer mutually covenant and agree to reasonably cooperate with each other with respect to the satisfaction of any conditions contained in this Agreement and otherwise with respect to the Parties' various obligations hereunder.

(2) **Assumption.** Seller shall commence appropriate proceedings before the Bankruptcy Court and otherwise take all necessary actions in order to determine the Cure Costs with respect to the Assumed Contracts and to effect the assumption of the Assumed Contracts in accordance with the Bankruptcy Code, effective as of the Closing.

(b) **Seller's Covenants.** Seller covenants and agrees with Buyer as follows:

(1) **Compliance with Agreements.** Seller will not fail to perform any act required to keep the Patents, Patent Applications, and Assumed Contracts in full force and effect and will perform and comply with all of the covenants and conditions applicable to the Subject Assets and all agreements relating thereto.

(2) **Negative Covenants.** Without the prior written consent of Buyer, Seller will not:

(A) authorize any material operation, or make any material operational or capital expenditure on the Subject Assets;

(B) enter into any new material agreements or commitments affecting any of the Subject Assets; or

(C) encumber, sell, mortgage, release, abandon or otherwise dispose of any of the Subject Assets. For the avoidance of doubt, Seller will not be in violation of its covenants in this paragraph if it enters into, and closes, an Alternate Transaction with Alternate Buyer pursuant to the Bid Procedures Order.

(3) **Litigation.** Seller shall give Buyer prompt written notice of any Litigation which is hereafter filed with respect to Seller or the Subject Assets.

(4) **Governmental Authority.** Seller shall make all material filings, requests for approvals and execute any material documents or instruments as may be required by any Governmental Authority, so that, following the Closing, all material assignments of the Subject Assets that require the consent of a Governmental Authority will be approved by such Governmental Authority.

(5) **Books and Records.** Within ten (10) Business Days after the Closing Date, Seller shall deliver to Buyer all of the Books and Records it has in its possession, provided that Seller may retain copies of such Books and Records at its sole discretion. With respect to originals or last remaining copies of any Books and Records provided by Seller to Buyer, for a period of six (6) months following the Closing Date Buyer will: (i) retain the Books and Records; (ii) provide Seller with reasonable access to the Books and Records following reasonable advance notice and during normal business hours for review and copying at Seller's expense; and (iii) provide Seller with reasonable access to officers, employees, and representatives of Buyer and its Affiliates for purposes of discussing the Books and Records.

(c) **Buyer's Covenants.** Buyer covenants and agrees with Seller as follows:

(1) **Governmental Authority.** Buyer shall make all material filings, requests for approvals and execute any material documents or instruments as may be required by any Governmental Authority, so that, following the Closing, all material assignments of the Subject Assets that require the consent of a Governmental Authority will be approved by such Governmental Authority.

(2) **Litigation.** Buyer shall give Seller prompt written notice of any Litigation which is hereafter filed with respect to Buyer, which would have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

(3) **Cure Costs.** Buyer shall be responsible for, and will promptly pay to Seller or the contract counterparty, as applicable, the Cure Costs associated with each and

every Assumed Contract, it being understood that such Cure Costs shall not exceed the amount set forth in Exhibit B for such Assumed Contract. Buyer shall make such Cure Cost payments on or before the later of: (i) fourteen (14) days after the Closing Date; or (ii) the date on which such Assumed Contract is deemed assumed and assigned.

6. WARRANTIES AND REPRESENTATIONS OF SELLER. Seller warrants and represents to Buyer that:

(a) PSI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of ABPS and ABPS Venture is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) Subject to Bankruptcy Court approval, each Seller possesses all powers necessary to enter into and consummate the transactions contemplated under this Agreement, and this Agreement has been, and all instruments required hereunder to be executed and delivered by each Seller at Closing shall have been, duly authorized, executed and delivered by each Seller.

(c) Subject to Bankruptcy Court approval, this Agreement constitutes the valid and binding agreement of each Seller enforceable against each Seller in accordance with its terms and all instruments required hereunder to be executed by each Seller at Closing shall constitute valid, binding and enforceable agreements of each Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws relating to or affecting the enforcement of creditors' rights and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(d) No undisclosed Litigation is pending before any court or Governmental Authority that would have a Material Adverse Effect.

(e) No Seller has incurred broker's or finder's fees in respect to this transaction for which Buyer shall have any liability.

7. WARRANTIES AND REPRESENTATIONS OF BUYER. Buyer warrants and represents to Seller that:

(a) Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Buyer possesses all powers necessary to enter into and consummate the transactions contemplated under this Agreement, and this Agreement and all instruments required hereunder to be executed and delivered by Buyer at Closing shall be duly authorized, executed and delivered by Buyer.

(c) This Agreement constitutes the valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms and all instruments required hereunder to be executed by Buyer at Closing shall constitute valid, binding and enforceable agreements of Buyer in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws relating to or affecting the enforcement of creditors' rights

and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(d) No Litigation is pending before any court or Governmental Authority that would have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

(e) Buyer has not incurred broker's or finder's fees in respect to this transaction for which Seller shall have any liability.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

(a) The obligations of Buyer to Close are subject to each of the following conditions being met at or prior to the Closing Date, unless waived by Buyer in writing:

(1) Seller shall have performed and complied with, in all material respects, all obligations and complied with each and every covenant, agreement and condition necessary to be performed or complied with by it on or before the Closing Date.

(2) Each and every representation of Seller under this Agreement shall be true and accurate in all material respects as of the Closing Date.

(3) Seller shall have delivered, or caused to be delivered, to Buyer at Closing, the closing deliveries described in Section 10(b).

(4) The Bankruptcy Court shall have entered a Sale Order (A) in form and substance reasonably acceptable to Buyer and not inconsistent with terms of this Agreement (i) approving the Sale Transaction and all the terms and conditions in this Agreement; (ii) finding that notice of the hearing concerning approval of the Sale Transaction was given in accordance with the Bankruptcy Code and constitutes such notice as is appropriate under the particular circumstances, finding that Buyer is a "good faith" purchaser entitled to protection afforded by Section 363(m) of the Bankruptcy Code; and (iii) providing for the sale of the Subject Assets, Free and Clear (except for Permitted Encumbrances), and (B) that has become a Final Order.

9. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER.

(a) The obligations of Seller to Close are subject to each of the following conditions being met at or prior to the Closing Date unless waived by Seller in writing:

(1) Buyer shall have performed and complied with, in all material respects, all obligations and complied with each and every covenant, agreement and condition necessary to be performed or complied with by it on or before the Closing Date.

(2) Each and every representation of Buyer under this Agreement shall be true and accurate in all material respects as of the Closing Date.

(3) Buyer shall have delivered, or caused to be delivered, to Seller at Closing, the closing deliveries described in Section 10(c).

(4) The Bankruptcy Court shall have entered a Sale Order (A) in form and substance reasonably acceptable to Seller and not inconsistent with terms of this Agreement (i) approving the Sale Transaction and all the terms and conditions in this Agreement; (ii) finding that notice of the hearing concerning approval of the Sale Transaction was given in accordance with the Bankruptcy Code and constitutes such notice as is appropriate under the particular circumstances, finding that Buyer is a "good faith" purchaser entitled to protection afforded by Section 363(m) of the Bankruptcy Code; and (iii) providing for the sale of the Subject Assets, Free and Clear (except for Permitted Encumbrances), and (B) that has become a Final Order.

10. CLOSING. The following provisions shall be applicable with respect to Closing.

(a) **Closing.** The Closing shall take by the remote exchange of deliverables by the Parties as set forth in this Section 10 on the date established under the Seller's confirmed plan of reorganization.

(b) **Seller's Obligations.** At Closing, Seller shall:

(1) Execute and deliver the Assignment to Buyer in sufficient counterparts to facilitate recording with the applicable Governmental Authorities and such that the Subject Assets are conveyed to Buyer Free and Clear (excluding Permitted Encumbrances);

(2) On forms supplied by Buyer and reasonably acceptable to Seller, execute and deliver letters directing all licensees to make payment to Buyer of royalties and other payments attributable to the Assumed Contracts or the Subject Assets from and after the Closing Date, for delivery by Buyer to the licensees under the Assumed Contracts;

(3) Deliver to Buyer an executed statement described in Treasury Regulation Section 1.1445-2(b)(2) for Seller certifying that Seller is not a foreign person or is a disregarded entity whose owner is not a foreign person within the meaning of Section 1445 of the Code; and

(4) Execute and deliver to Buyer any and all other instruments, documents and conveyances required by any Governmental Authority, as may be reasonably requested by Buyer.

(c) **Buyer's Obligations.** At Closing, Buyer shall:

(1) Pay and deliver to Seller the Purchase Price pursuant to the terms of Section 3;

(2) Execute and deliver the Assignment and the assignment contemplated by Section 3(b) to Seller;

(3) Execute and deliver to Seller any and all other instruments, documents and other items reasonably necessary to effectuate the terms of this Agreement, as may be reasonably requested by Seller.

(d) **Closing Costs; Prorations of Revenue and Expenses.** Closing costs and other expenses incidental to this Agreement shall be paid as follows:

(1) Since this transaction is an isolated sale, no sales tax will be collected from Buyer. If, however, this transaction is later deemed to be other than an occasional sale, Buyer agrees to be solely responsible for, and Buyer shall indemnify and hold Seller harmless from any and all sales or transfer taxes or fees (including related penalty, interest or legal costs) due by virtue of this transaction on the material and property hereby assigned and conveyed, and Buyer shall remit such sales or transfer taxes at that time. Seller and Buyer agree to cooperate with each other in demonstrating that the requirements for an occasional or isolated sale or any other sales tax exemption have been met.

(2) Buyer will pay all fees relating to the filing of assignments transferring title of the Subject Assets to Buyer.

(3) All other costs and expenses incurred by any Party in connection with this transaction, including attorney's fees, accounting fees and the expense of title examination, shall be borne by the Party incurring the same, except as otherwise provided in this Agreement.

(4) All costs, expenses and obligations attributable or chargeable to the Subject Assets which accrue with respect to events or activities occurring prior to the Closing Date or which accrue under the Assumed Contracts prior to the Closing Date shall be paid and discharged by Seller, except for Cure Amounts which shall be paid by Buyer as provided in Section 5(c)(3). All costs, expenses and obligations attributable to the Subject Assets which accrue with respect to events or activities occurring after the Closing Date or which accrue under the Assumed Contracts after the Closing Date shall be paid and discharged by Buyer.

(5) Any monies received by either Party that under the terms of this Agreement belong or are owed to the other Party shall immediately be paid over to the other Party. Similarly, any expenses invoiced to either Party and paid for by such Party which under the terms of this Agreement are to be paid for by the other Party shall immediately be reimbursed to the Party which paid the same. If any invoice or other evidence of an obligation is received which is applicable to periods prior to and after the Closing Date and is thus partially the obligation of one Party and partially the obligation of the other Party, then the Parties shall consult each other and each shall pay its portion of such obligation to the obligee.

11. TERMINATION.

(a) **Grounds for Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time, prior to the Closing Date only as follows:

(1) by mutual written consent of Buyer and Seller;

(2) by Buyer if (A) the conditions to the obligations of Seller have been satisfied (or waived by Seller) and (B) Seller fails or refuses to close the Sale Transaction in

accordance with the terms of this Agreement within five days of receiving written notice from Buyer that Buyer intends to terminate the Agreement under this section;

(3) by Seller if (A) the conditions to the obligations of Buyer have been satisfied (or waived by Buyer) and (B) Buyer fails or refuses to close the Sale Transaction in accordance with the terms of this Agreement within five days of receiving written notice from Seller that Seller intends to terminate the Agreement under this section; or

(4) by Buyer or Seller, if any court of competent jurisdiction of any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable.

(b) Effect of Termination.

(1) Except as provided in Sections 11(b)(2) and 11(b)(3) below, if this Agreement is terminated in accordance with Section 11(a), such termination shall be without liability of any Party or any Affiliate, officer, director, or employee of such Parties, and Seller will be free to pursue alternate sales to other parties without any restriction under this Agreement.

(2) If this Agreement is terminated because of Buyer's failure or refusal to close on the Subject Assets in breach of this Agreement, Buyer shall be liable for any and all damages to Seller, and Seller shall be entitled to seek any remedy, including specific performance, against Buyer, unless any of the conditions precedent to Buyer's obligation to Close provided in Section 8 are also unmet at the time set for Closing (in which case Section 11(b)(3) shall apply).

(3) If this Agreement is terminated because of Seller's failure or refusal to close on the Subject Assets in breach of this Agreement, Seller shall be liable for any and all damages to Buyer, and Buyer may seek any remedy, including specific performance, against Seller in accordance with applicable law, unless Buyer is in breach of this Agreement.

(4) The obligations contained in this Section 11 and terms set forth in Section 1, Section 13, and Section 14 shall survive any termination of this Agreement.

12. DISCLAIMER OF WARRANTIES. The express representations and warranties of Seller contained in this Agreement are exclusive and are in lieu of all other representations and warranties, express, implied, or statutory. Except as provided in Section 6, SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (I) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO BUYER BY OR ON BEHALF OF SELLER, (II) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR NON-

INFRINGEMENT OR FREEDOM TO OPERATE, (IV) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (V) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; IT BEING THE EXPRESS INTENTION OF BOTH BUYER AND SELLER THAT SUBJECT TO AND WITHOUT LIMITING SELLER'S EXPRESS REPRESENTATION AND WARRANTIES CONTAINED HEREIN, THE PERSONAL PROPERTY, EQUIPMENT AND FIXTURES INCLUDED WITHIN THE PROPERTIES ARE TO BE CONVEYED TO BUYER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE. SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

13. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be resolved by: (i) to the extent it possesses jurisdiction to hear such dispute, the Bankruptcy Court; or (ii) to the extent the Bankruptcy Court does not have jurisdiction over such dispute, the state and federal courts located in Bexar County, Texas (such courts, the "*Alternate Courts*"). Each of the Parties submits to the exclusive jurisdiction of the Bankruptcy Courts or Alternate Courts for purposes of resolving any dispute, claim, or controversy arising out of, relating to, or in any way connected with this Agreement.

14. MISCELLANEOUS. The following provisions shall apply with respect to this Agreement:

(a) **Assignment.** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. It is understood that Buyer shall have the right to assign its rights and obligations under this Agreement, in whole or in part, to an Affiliate of Buyer prior to the Closing, but the Buyer shall remain liable for performing this Agreement.

(b) **Notices.** Any notice or other communication required or permitted hereby shall be in writing and the same shall be deemed given upon delivery thereof in person, one Business Day after such notice is deposited with an overnight delivery service such as Federal Express or Airborne or immediately when sent by facsimile transmission and addressed or faxed as follows:

If to Sellers:	Palmaz Scientific Inc. c/o Asel & Associates, PLLC 18618 Tuscany Stone, Suite 100 San Antonio, Texas 78258 Attention: Gene Sprague, Ph.D. Fax: (210) 314-7077
----------------	--

With copy (which shall not constitute notice) to:

Bill Kingman
Law Offices of William B. Kingman, P.C.
4040 Broadway, Suite 450
San Antonio, TX 78209
Fax: (210) 821-1114
bkingman@kingmanlaw.com

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

Kreager Mitchell PLLC
7373 Broadway, Suite 500
San Antonio, Texas 78209
Attention: Michael L. Kreager
Fax: (210) 821-6672
mkreager@kreagermitchell.com

If to Buyer: Vactronix Scientific, Inc.
c/o Asel & Associates, PLLC
18618 Tuscany Stone, Suite 100
San Antonio, Texas 78258
Attention: John C. Asel
Fax: (210) 314-7077

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

Thompson & Knight, LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Michael Titens
Fax: (214) 880-3159

From time to time, either Party may designate another address or facsimile telephone number for all purposes of this Agreement by giving to the other Party written notice of such change of address or facsimile telephone number in accordance with the provisions hereof. The failure or refusal of a Party to accept receipt of a notice hereunder shall in no manner invalidate the notice.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement by and among the Parties with respect to the subject matter hereof and supersedes all prior written or oral statements, writings, agreements or negotiations by and among the Parties with respect thereto, and may not be modified or amended except by an instrument in writing signed by all Parties hereto. No Party is relying on any promise or inference that is not otherwise expressly stated in the text of this Agreement.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to any conflicts of law principles).

(e) **Absence of Other Representations.** Neither Seller nor Buyer has made any representations or warranties to the other regarding this transaction except as set forth herein, and, subject to the express covenants, representations and warranties of Seller herein, this sale is being made on an "as is, where is" basis.

(f) **Survival.** The provisions of this Agreement shall survive Closing.

(g) **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

(h) **Exhibits and Schedules.** Any reference to an exhibit or schedule in this Agreement is deemed to refer to an exhibit or schedule attached to this Agreement, unless the context clearly indicates otherwise, and such exhibit or schedule is deemed incorporated into and made a part of this Agreement.

(i) **Binding Effect.** This Agreement shall be binding upon Seller and Buyer and their respective successors, heirs, legal representatives, successors and permitted assigns.

(j) **Multiple Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original, but which together shall constitute but one and the same instrument. Further, pages containing signatures may be detached from their respective counterparts and reassembled together to form a completely executed document. Additionally, the Parties agree that signatures appearing on copies of this Agreement transmitted by facsimile transmission shall be deemed to be original signatures and shall be binding on the Parties as if originally signed by any such Party. In the event facsimile signatures are utilized for execution, the Parties agree to thereafter, and as soon as is reasonably practicable, deliver to the other Party original executed copies of this Agreement.

(k) **Further Assurances.** Seller and Buyer each agree to take such further actions and execute and deliver such further documents as may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

(l) **Partial Invalidity.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(m) **No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any Person not a Party to this Agreement.

(n) **Interpretation.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. Unless the context shall otherwise require, the terms "herein", "hereof", "hereby", and

“hereunder”, or other similar terms, refer to this Agreement as a whole and not only to the particular Article, Section, or other subdivision in which any such terms may be employed; references to Articles, Sections, and other subdivisions refer to the Articles, Sections, and other subdivisions of this Agreement; and “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term. Furthermore, this Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(o) **Time of the Essence.** Time shall specifically be deemed to be of the essence with respect to this Agreement and each and every provision thereof.

(p) **Public Announcements.** Neither Party shall make any public announcement concerning this Agreement or its subject matter without the prior written approval of the other Party (which shall not be unreasonably withheld or delayed), except as disclosed in the Bankruptcy Court or required by law.

[Remainder of page has been intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the day and year first written.

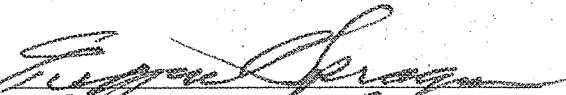
PSI:

PALMAZ SCIENTIFIC INC.

By:

Name:

Title:


Eugene Sprague
Director

ABPS:

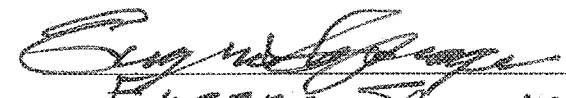
ADVANCED BIO PROSTHETIC
SURFACES, LTD

By: ABPS Management, L.L.C.,
its general partner

By:

Name:

Title:


Eugene Sprague
Director

ABPS VENTURE:

ABPS VENTURE ONE, LTD.

By: ABPS Management, L.L.C.,
its general partner

By:

Name:

Title:


Eugene Sprague
Director

[Seller Signature Page]

BUYER:

VACTRONIX SCIENTIFIC INC.

By: 15/JOHN ASEL
Name: _____
Title: _____

[Buyer Signature Page]

PATENT
REEL: 042124 FRAME: 0615

EXHIBIT A

SUBJECT ASSETS

I. Patents

[See attached list.]

II. Patent Applications

[See attached list.]

III. Tangible Personal Property

[See attached list.]

IV. Claims¹

See Exhibit D-2

¹ As provided in Section 14(a), Buyer reserves the right to assign its obligation to purchase the Claims (and all rights and obligations related thereto) to an Affiliate of Buyer.

PALMAZ SCIENTIFIC EQUIPMENT INVENTORY LOG

FEBRUARY 14, 2016

Equipment number	Manufacturer	Manufacturer part #	Description
PS 0021	LM Air Technology	n/a	Acid Laminar Fume Hood
PS 0155	LM Air Technology	n/a	Acid Sink
PS 0028	Mettler Toledo	AX-504	Balance
PS 0047	Mettler Toledo	AX-205DR	Balance
PS 0412	MKS Technology	627D1TBD1B	Baratron 0.1 Torr
PS 0411	MKS Technology	627B01TBC1B	Baratron 1.0 Torr
PS 0309	Thorlabs GmbH	BP209	Beam Profiler BP209
PS 0419	Control Company	89140-196	Big-Digit Dual Channel Timer
PS 0423	Control Company	89140-196	Big-Digit Dual Channel Timer
PS 0180	Branson	2510R-DTH	Branson 2510 Ultrasonic Cleaning
PS 0153	Fowler	54-100-312-0	Caliper 12 Inch
PS 0096	MKS Technology	627B01TBC1B	Capacitance Manometer
PS 0224	MKS Technology	627B01TBC1B	Capacitance Manometer
PS 0284	MKS Technology	627D-29720	Capacitance Manometer
PS0285	MKS Technology	627D-29720	Capacitance Manometer
PS 0286	MKS Technology	627D-29720	Capacitance Manometer
PS 0359	Laminar Technologies	MKS 627D. 02TBC2B	Capacitance Manometer
PS 0177	Cimarec	SP46925	Cimarec 2 Hot/ Stir Plate
PS 0385	N/A	N/A	Clean Room
PS 0179	Myron L Co	Ultrameter 4P 11	conductivity/resistivity meter
PS 0058	Omega	CN9000A	Control Temperature
PS 0059	Digi Sense	89000-10	Control Temperature
PS 0255	Coming (Hot Plate)	PC-40D	Corning Hot plate
PS 0048	Gamry	FA5I	Corrosion Tester
PS 0045	Genesis	AG2503	Crest Ultrasonic Cleaner
PS 0199	MSI	SNO130	Crimper
PS 0313	Blockwise Engineering	RMC	Crimper
PS 0085	Helix Technology Corp.	CTI-8200	Cryo Compressor

PALMAZ SCIENTIFIC EQUIPMENT INVENTORY LOG

FEBRUARY 14, 2016

Equipment number	Manufacturer	Manufacturer part #	Description
PS 0089	Helix Technology Corp.	CTI-82200	Cryo Compressor
PS 0414	MKS Technology	1179A00411CR1BV	Cryogenic 8200 compressor
PS 0415	CTI	8032550G001	Cryogenic 8200 compressor
PS 0341	Omega	13050312	Data Logger Thermometer
PS 0251	BK Precision	1670A	DC Power Supply
PS 0253	Mastech	HY5020 E	DC Power Supply
PS 0257	Hewlett Packard	E3614A	DC Power Supply
PS 0258	Nuline	CED936	DC Power Supply
PS0259	Nuline	CED936	DC Power Supply
PS 0307	Agilent Technologies	N5747A	DC Power Supply
PS 0290	Advanced Energy	6645A	DC Power Supply
PS 0299	Agilent Technologies	6675A	DC Power Supply
PS 0300	Hewlett Packard	6641A	DC Power Supply
PS 0303	Agilent Technologies	N5747A	DC Power Supply
PS 0307	Agilent Technologies	N5747A	DC Power Supply
PS 0318	Agilent Technologies	N5746A	DC Power Supply
PS 0319	Agilent Technologies	N5746A	DC Power Supply
PS 0320	Agilent Technologies	N5746A	DC Power Supply
PS 0326	Agilent Technologies	N8740A	DC Power Supply
PS 0354	Agilent Technologies	N8761A	DC Power Supply
PS 0371	Advanced Energy	MDX-10	DC Power Supply
PS 0372	GW	GPR-3060D	DC Power Supply
PS 0373	Korad	KA3005D	DC Power Supply
PS 0374	Hewlett Packard	E3614A	DC Power Supply
PS 0375	Hyelec	HY1503D	DC Power Supply
PS 0376	Agilent	E3646A	DC Power Supply
PS 0400	Agilent	N8740A	DC Power Supply
PS 0401	Agilent	6555A	DC Power Supply

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0408	Agilent	N5746A	DC Power Supply
PS 0409	Agilent	N5746A	DC Power Supply
PS 0410	Agilent	N5746A	DC Power Supply
PS 0370	HP	241B	DC pulse generator
PS 0196	Mitutoyo	0"-1"	Depth Gage
PS 0015	TA Instruments	Q1000	Differential Scanning Calorimeter
PS 0082	Mitutoyo	500-193	Digimatic Caliper, 12 inch
PS 0150	Mitutoyo	CD-6" CSX	Digital Caliper
PS 0304	Mitutoyo	500-196-20	Digital Caliper
PS 0305	Mitutoyo	500-196-20	Digital Caliper
PS 0327	Mitutoyo	CD-6"-CSX	Digital Caliper
PS 0328	Mitutoyo	CD-6"-CSX	Digital Caliper
PS 0329	Mitutoyo	CD-6"-CSX	Digital Caliper
PS 0330	Mitutoyo	CD-6"-CSX	Digital Caliper
PS 0331	Mitutoyo	CD-6"-CSX	Digital Caliper
PS 0033	VWR	62379-531	Digital Caliper 6"
PS 0112	Starrett	n/a	Digital Caliper 6"
PS 0114	Fluke	187	Digital multimeter
PS 0115	Fluke	73 III	Digital multimeter
PS 0151	Mitutoyo	317-351	Digital Pin Micrometer
PS 0037	Fluke	51 II	Digital Thermometer
PS 0038	Fluke	51 II	Digital Thermometer
PS 0036	Fluke	51 II	Digital Thermometer
PS 0121	Mitutoyo	CD 6" CSX	Digital Caliper
PS 0386	Control Company	5127	Double Display Timer
PS 0416	Control Company	5127	Double Display Timer
PS 0420	Control Company	5127	Double Display Timer
PS 0398	Kashiyama	NEODRY 30E	Dry pump

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0172	Procedyne	HT-1250DI-2036	Fluidized Bed
PS 0237	Sentry Air Systems Inc.	N/A	FT Fume Hood
PS 0023	Genie Scientific	1000 PHS	Fume Hood #2
PS 0061	Thermolyne	F62735	Furnace
PS 0389	Meyer Gages	100.00MM + c/z B61	Gage Pins
PS 0390	Meyer Gages	20.00mm+ c/z L14	Gage Pins
PS 0391	Meyer Gages	25.00mm = c/z G64	Gage Pins
PS 0120	Meyer	M-1 .060/.250	Gage Pins .060 thru .250
PS 0358	BW Technologies	GA24XT-X	Gas Alert Clip Extreme
PS 0324	Control Company	89087-398	Giant-Digit Timer
PS 0325	Control Company	89087-398	Giant-Digit Timer
PS 0133	Gage Master	KR-814 (1x3x.125)	Glass Slide
PS 0002	Kanomax	3887	Handheld Laser Particle Counter
PS 0275	Hanna Instruments	HI-99104	Hanna Ph meter
PS 0116	Steinel	HG2000E	Heat Gun
PS 0117	Wagner	Ht499	Heat Gun
PS 0118	Steinel	HG2000E	Heat Gun
PS 0249	IKA Works	CERAMAG	Heated Spin Plate
PS 0250	IKA Works	CERAMAG	Heated Spin Plate
PS 0256	Neslab	EX-111	Heater Recirculator Bath
PS 0265	Banstead Thermodyne	HP-133425	Hot Plate
PS 0022	Corning Stirrer	PC-610	Hot Plate Stirrer
PS 0247	Ceramag	n/a	Hot Plate Stirrer
PS 0239	Essick humidifier	Model # H12 300	Humidifier
PS 0240	Seaslick humidifier	Model # H12 300	Humidifier
PS 0377	ILT & Spectra-Physics	115298	ILT/Spirit 4 Watt Laser System
PS 0183	n/a	n/a	Inspection Roller Fixture
PS 0017	Instron	5543Q6395	Instron

PALMAZ SCIENTIFIC EQUIPMENT INVENTORY LOG

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0171	Lesco	ARB1010	Intensity Meter
	Zygo		Interferometer
PS 0395	Kashiyama	NEODRY 30E	Kashiyama Pump
PS 0396	Kashiyama	NEODRY 30E	Kashiyama Pump
PS 0397	Kashiyama	NEODRY 30E	Kashiyama pump
PS 0399	Kashiyama	NEODRY 30E	Kashiyama pump
PS 0169	Keyence	VHX-1000	Keyence
PS 0360	Keyence	LS-9030M	Keyence High Speed Optical Micrometer
PS 0056	ICOM Mechanical Inc.	n/a	Laminar Hood
PS 0050	Keyence	4102809	Laser Micrometer
PS 0066B	Leica	DFC320	Leica digital camera
PS 0067B	Leica	DFC320	Leica digital camera
PS 0068B	Leica	DFC320	Leica digital camera
PS 0137B	Leica	DFC320	Leica digital camera
PS 0267	Fowler	582	Level
PS 0174	Lindberg/Blue	MO1440A-1	Lindberg/ Blue Convection Oven
PS 0077	Palma Scientific	n/a	Litho Room
PS 0029	Buehler	11-1180-160	Low Speed Saw
PS 0406	MKS Technology	GE50A005201RBV010	Mass Flow Controller
PS 0407	MKS Technology	1179B01322CR1BV	Mass Flow Controller
PS 0364	Megger	MIT310EN	Megger Mit310 Insulation Tester
PS 0113	Fluke	1520	Megohmmeter
PS 0306	MKS Technology	GE50A005201RBV010	MFC KR 20SCCM 15PD LCEA
PS 0079	Fowler	15770	Micrometer
PS 0060	Leica	Mz75	Microscope
PS 0066A	Leica	DM4000M	Microscope
PS 0067A	Leica	DM4000M	Microscope
PS 0068A	Leica	S8AP0	Microscope

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0070	Leica	S8AP0	Microscope
PS 0071	Nikon	520658	Microscope
PS 0137A	Leica	DM4000M	Microscope
PS 0141	Leica	MZ75	Microscope
PS 0187	Leica	Leica S6E	Microscope
PS 0228	Zygo	NV7005 Microscope	Microscope
PS 0343	Graphtec America INC	GL220	MIDLOGGER
PS 0344	Graphtec America INC	GL220	MIDLOGGER
PS 0345	Graphtec America INC	GL220	MIDLOGGER
PS 0352	Graphtec America INC	GL220	MIDLOGGER
PS 0353	Graphtec America INC	GL220	MIDLOGGER
PS 0046	Buehler	69-1000-160	Minimet Polisher
PS 0266	Reptifogger	RF-10	Mist Humidity
PS 0001	Fischer	MMS-P	Multi Measuring System
PS 0111	Omega	MDSS25B-K	Omega Monogram temperature display
PS 0280	Omega	HH806AU	Omega Temperature Data Logger
PS 0026	Oakton	pH 5 Acorn Series	pH Meter
PS 0262	Hanna Instruments	HI 9812-5N	pH/Conductivity meter
PS 0241	Clean Air Products	6 Model 112 HEPA filters	Photo Lithography Lab
PS 0213	Toppaan Photomask Inc.	n/a	Photomask
PS 0081	ABPS	n/a	Physical Vapor Deposition System #6
PS 0134	ABPS	N/A	Physical Vapor Deposition System #7
PS 0294	Palma Scientific	N/A	Physical Vapor Deposition System #1
PS 0288	ABPS	N/A	Physical Vapor Deposition System #3
PS 0289	Palma Scientific	N/A	Physical Vapor Deposition System #8
PS 0355	Palma Scientific		Physical Vapor Deposition System #9
PS 0278	Meyer	0.01" TO 0.060"	Pin gage set 0.011 in to 0.060 inch
PS 0064	Meyer	0.22mm to 1.5mm	Pin Gages .22mm thru 1.50mm

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0369	Advanced Energy	3152433-359B	Pinnacle Plus---pulse DC plasma generator
PS 0392	N/A	N/A	Polisher
PS 0308	Abatement Technologies	PRED600	Portable Air Scrubber
PS 0167	Thorlabs GmbH	S310C	Power Meter
PS 0168	Thorlabs GmbH	S122C	Power Meter
PS 0093	Advanced Energy	MDX-5	Power Supply
PS 0094	Hewlett Packard	6030A	Power Supply
PS 0095	Hewlett Packard	6645A	Power Supply
PS 0097	Advanced Energy	MDX-5	Power Supply
PS 0098	Agilent	6030A	Power Supply
PS 0099	Agilent	6645A	Power Supply
PS0103	Hewlett Packard	6645A	Power Supply
PS 0104	Agilent	6030A	Power Supply
PS 0106	Advanced Energy	MDX-5	Power Supply
PS 0191	Sorenson	XT120-0.5	Power Supply
PS 0214	BK Precision	1785	Power Supply
PS 0215	BK Precision	1785	Power Supply
PS 0242	GW	GW Model DPC-6030	Power Supply
PS 0246	BK Precision	16700A	Power Supply
PS 0281	AMETEK	XPH42-10	Power Supply
PS 0282	Agilent Technologies	N5747A	Power Supply
PS 0283	Agilent Technologies	N5747A	Power Supply
PS 0361	Hewlett Packard	6645A	Power Supply
PS 0417	Pinnacle Power Supply	3152433-359-B	Power Supply
PS 0166	RU	0 PSI TO 200 PSI	Pressure Gage
PS 0388	MKS Technology	722B21TCD2FK	Pressure Transducer
PS 0402	MKS Technology	627D-29720	Pressure Transducer
PS 0403	Pfeiffer	PKR251	Pressure Transducer

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0404	MKS Technology	627D-29720	Pressure Transducer
PS 0405	Pfeiffer	PKR251	Pressure Transducer
PS 0418	MKS Technology	627D-29720	Pressure Transducer
PS 0198	Sunbeam	SCM3609P	Purified Mist Humidifier
PS 0080	Lufkin	QR1425	Quikread 25" Tape Measure
PS 0421	Blockwise Engineering	TTR2	Radial Force Tester
PS 0312	Julabo	FP50	Refrigerated and Heating Circulator
PS 0090	Neslab	CFT-75	Refrigerated Recirculator
PS 0200	Lascar	EL USB-2	RH-Temp US Data Logger
PS 0176	SAS	n/a	SAS Fume Hood
PS 0156	Aspex (RJ Lee)	PSEM2000 40P05430	Scanning Electron Microscope (SEM)
PS 0413	MKS Technology	1179A00411CR1BV	Scm 100 (calibrated to N2)
PS 0086	Anest-Iwata	ISP-500	Scroll Type Vacuum Pump
PS 0088	Anest-Iwata	ISP-500	Scroll Type Vacuum Pump
PS 0091	Anest-Iwata	ISP-500B	Scroll Type Vacuum Pump
PS 0101	Anest-Iwata	ISP-500	Scroll Type Vacuum Pump
PS 0109	Anest-Iwata	ISP-90	Scroll Type Vacuum Pump
PS 0185	Anest-Iwata	ISP-500B	Scroll Type Vacuum Pump
PS 0227	Anest-Iwata	ISP-90	Scroll Type Vacuum Pump
PS 0110	Spectroline	SB-100PY	Semi-Conductor Wafer Inspection Lamp
PS 0164-A/B	Lutron	PS100-50BAR	Sensor, Pressure
PS 0170	n/a	1 G TO 1K	Set of Dead Weights
PS 0165	LM Air Technology	PPWS8-A3	Sink #1
PS 0119	Meyer	M-O .011/.060	Small Gage Pins .011 thru .060
PS 0349	Meyer Gage Company Inc.	N/A	Small Pin Gages
PS 0144	Weller	Wes50	Soldering Iron
PS 0192	Laser Machine	n/a	Stage Micrometer Slide
PS 0123	G&I International, Inc.	2020A	Stainless Steel Ruler 12"

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0124	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0125	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0126	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0127	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0128	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0129	GEL International, Inc.	2020A	Stainless Steel Ruler 12"
PS 0122	GEL International, Inc.	2020A	Stainless Steel Ruler 24"
PS 0130	GEL International, Inc.	2020A	Stainless Steel Ruler 6"
PS 0131	GEL International, Inc.	2020A	Stainless Steel Ruler 6"
PS 0132	GEL International, Inc.	2020A	Stainless Steel Ruler 6"
PS 0194	VLSI Standards Inc.	SHS-50.0 Q	Step Height Standard 48 um
PS 0193	VLSI Standards Inc.	SHS-9400 QC	Step Height Standard 9456 A
PS 0182	N/A	3357	Storage Refrigerator
PS 0229	Lesco	Super Spot Max VSM3002-HP	Super Spot Max UV Source
PS 0230	Lesco	Super Spot Max VSM3002-HP	Super Spot Max UV Source
PS 0062	Fisher Scientific	ISO-Temp 3016	Temperature Bath
PS 0216	Lascar	EL-USB-1-LCD	Temperature indicator with LCD display
PS 0152	Madge Tech	n/a	Temperature Recorder
PS 0363	Control Company	62344-734	Therm Clock Humidity Monitor
PS 0357	Control Company	62344-734	Therm./Clock/Humidity Monitor
PS 0378	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0379	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0380	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0381	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0382	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0383	Thermo Products, inc	N/A	Thermometer -110 TO 200°C
PS 0201	Thorlabs GmbH	PM100D	Thorlabs Laser Power Meter

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Equipment number	Manufacturer	Manufacturer part #	Description
PS 0279	Toppan Photomask Inc.	n/a	Toppan Photomask
PS 0393	Control Company	62344-734	Trem/Clock/Humidity Monitor
PS 0394	Control Company	62344-734	Trem/Clock/Humidity Monitor
PS 0158	Raydiance	n/a	ultrashort pulse laser (femtosecond)
PS 0238	Branson	Branson 8510	Ultrasonic
PS 0024	Branson	2510R-MT	Ultrasonic Cleaner
PS 0063	Branson	3510R-MTH	Ultrasonic Cleaner
PS 0252	Cole Parmer	08895-12	Ultrasonic Cleaner
PS 0147	Mark-10	STJ50	Universal Digital Torque Indicator
PS 0107	Gamry	990-00168	Universal Dummy Cell
PS 0367	Ceram Optec	n/a	UV Fiber Optic Light Guide
PS 0232	Lesco	00570-REVA/106781	UV Single Fiber optic Lightguide
PS 0041	ABPS	custom	Vacuum Annealer
PS 0384	N/A	N/A	Vacuum Oven
PS 0181	Vicks	n/a	Vicks Humidifier
PS 0175	Sheldon Manufacturing/VWR	9100710	VWR Vacuum Oven
PS 0030	Neslab	EX-111	Water Bath
PS 0031	Neslab	n/a	Water Bath
PS 0108	Neslab	Neslab RTE 740	Water Bath
PS 0140	Thermo	RTE-740	Water Bath
PS 0270	Precision	n/a	Water Bath
PS 0248	Precision	280 Series	Water Bath Control Temperature
PS 0261	Neslab	EX 111	Water Filter
PS 0143	Hughes	HRW 100C	Welding Power Supply
PS 0190	Palma Scientific	n/a	Wet Polisher
PS 0189	ABPS	n/a	Wet Polisher (Built by ABPS)

SCHEDULE 22

Palmaz Scientific Estimated Inventory

Material	Type	Estimate Quantity	Estimated cost each or per lot	Extended price
SST hypotubes	Raw	.800	\$ 4.50	\$ 3,600.00
Nitinol targets (one lot)	Raw	1	\$ 42,000.00	\$ 42,000.00
Polished substrates	WIP	200	\$ 15.00	\$ 3,000.00
Deposited PVD tubing	WIP	120	\$ 150.00	\$ 18,000.00
PVD maintenance spares	Spares	1	\$ 7,500.00	\$ 7,500.00
Lab supplies (cleanroom garments, wipes, gloves, mats, etc.)	Supplies	1	\$ 1,500.00	\$ 1,500.00
Office and janitorial supplies	Supplies	1	\$ 500.00	\$ 500.00
Formed targets	WIP	1	\$ 15,000.00	\$ 15,000.00
3D Printer materials	Supplies	1	\$ 1,100.00	\$ 1,100.00
Blasting media	Consumable	1	\$ 100.00	\$ 100.00
Glassware (beakers, vessels, watch glass)	Supplies/Consumables	1	\$ 3,000.00	\$ 3,000.00
Quartz tubes	Supplies	1	\$ 800.00	\$ 800.00
Total			\$	\$ 96,100.00

Geography/Patent #/Status	Title (CIP: Continuation in part, PCT = Patent cooperation Treaty DIV = Divisional CON = Continuation)	Family	Expiration (Est. for Pending)
US: Patent No. 6,190,404	Intravascular Stent and Method for Manufacture	Surface Technology	11/7/2017
EP: Patent No. 1028672	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
DE: Patent No. 1028672	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
FR: Patent No. 1028672	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
GB: Patent No. 1028672	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
JP: Patent No. 4172912	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
CA: Patent No. 2308177	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
AU: Patent No. 749980	Intravascular Stent and Method for Manufacture	Surface Technology	11/5/2018
US: Patent No. 6,379,383	Endoluminal Device Exhibiting Improved Endothelialization	Process-Device	11/9/2019
US: Patent No. 6,820,676	DIV: Endoluminal Device Exhibiting Improved Endothelialization	Valve - Stent	11/9/2019
US: Patent No. 7,195,641	Valvular Prostheses Having Metal or Pseudometallic Construction	Stent-Graft Device	11/9/2019
CA: Patent No. 2616781	DIV: Endoluminal Device Exhibiting Improved	Stent-Graft Device	11/9/2019
MX: Pending Patent	Medical Device Including a Thin Metallic Film Component Attached to Polymeric Component	Material	12/2/2019
US: Patent No. 7,491,226	DIV: Endoluminal Implantable Stent-Grafts	Stent-Graft Device	12/2/2019
AU: Patent No. 2012258286	DIV: Covered Stent with Proximal and Distal Attachment	Material	1/9/2020
US: Patent No. 8,083,908	DIV: High Strength Vacuum Deposited Nitinol Alloy Films	Stent	1/9/2020
CA: Pending Patent	DIV: Implantable Expandable Medical Devices Having Regions of Differential Mechanical Properties	Stent	1/9/2020
US: Patent No. 8,460,333	CON: Balloon Catheter Having Metal Balloon	Metal Balloon	1/19/2020
US: Patent No. 6,733,513	Balloon Catheter Having Metal Balloon	Embolic Protection	3/20/2020
US: Patent No. 6,695,865	CIP: Embolic Protection Device	Metal Balloon	4/29/2020
CA: Pending Patent	Stent Segments Axially Connected by Thin Film	Stent - Graft Device	4/29/2020
US: Pending Patent	DIV: Balloon Catheter Having Metal Balloon and Method of Making Same	Material	5/12/2020
AU: Patent No. 2013234393	DIV: Medical Device Including a Thin Metallic Film Component Attached to a Polymeric Component	Stent-Graft Device	5/12/2020
US: Patent No. 7,670,690	CON: High Strength Vacuum Deposited Nitinol Alloy Films	Stent-Graft Device	7/15/2020
US: Patent No. 7,300,457	CIP: Self-Supporting Metallic Implantable, Compliant Implantable Medical Devices	Material	8/7/2020
CA: Pending Patent	DIV: Covered Stent with Proximal and Distal Attachment, Delivery	Stent-Graft Device	8/7/2020
US: Patent No. 6,849,085	CIP: Self-Supporting Laminated Films, Structural Materials and Medical Devices	Process - Material	11/7/2020
CA: Pending Patent	DIV: Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	11/7/2020
US: Pending Patent	CON: Methods of Making Devices	Surface Technology	11/6/2020
EP: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
BE: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
DE: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
ES: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
FR: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
GB: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
IE: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
IT: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
NL: Patent No. 1233725	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
CA: Patent No. 2390942	Endoluminal Device Exhibiting Improved Endothelialization	Surface Technology	11/6/2020
AU: Patent No. 783336	Endoluminal Device Exhibiting Improved Endothelialization	PVD Process	11/6/2020
EP: Pending Patent	DIV: Endoluminal Device Exhibiting Improved Endothelialization	Drug Delivery	11/7/2020
US: Patent No. 8,128,690	CON: Endoluminal Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/7/2020
US: Patent No. 8,697,175	CON: Endoluminal Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/7/2020
US: Pending Patent	CON: Endoluminal Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/7/2020
US: Pending Patent	DIV: Device for In Vivo Delivery of Bioactive Agents and Method of	Stent-Graft Device	12/9/2020

Geography/Patent #/Status	Title (CIP: Continuation in part, PCT = Patent cooperation Treaty DIV = Divisional CON = Continuation)	Family	Expiration (Est. for Pending)
US: Patent No. 6,936,066	Compliant Implantable Medical Devices and Methods	Process - Graft	12/9/2020
US: Patent No. 8,458,879	DIV: Compliant Implantable Medical Devices	Stent-Graft Device	12/9/2020
US: Patent No. 8,910,363	CON: Compliant Implantable Medical Devices and Methods	Stent-Graft Device	12/9/2020
US: Pending Patent	CON: Compliant Implantable Medical Devices and Methods of Making	Material	2/14/2021
US: Pending Patent	CON: In Vivo Sensor and Method of Making Same	Process	3/12/2021
US: Patent No. 7,625,594	CON: Endoluminal Device Exhibiting Improved Endothelialization	Stent-Graft Device	3/12/2021
US: Patent No. 8,715,335	CON: Endoluminal Implantable Stent-Grafts	Stent-Graft Device	3/20/2021
JP: Patent No. 5186074	Endoluminal Implantable Devices and Method	Stent-Graft Device	3/20/2021
CA: Patent No. 2403341	Endoluminal Implantable Devices and Method	Material	3/20/2021
AU: Patent No. 2001245884	Endoluminal Implantable Devices and Method	Material	5/11/2021
US: Pending Patent	CON: Self-Supporting Laminated Films, Structural Materials and Medical Devices	Material	5/11/2021
US: Pending Patent	CON: Self-Supporting Laminated Films, Structural Materials and	Surface Technology	5/18/2021
EP: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
AT: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
BE: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
DE: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
ES: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
FR: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
GB: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
IE: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
IT: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
NL: Patent No. 1359865	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
JP: Patent No. 4846171	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
CA: Patent No. 2409862	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
AU: Patent No. 2001264750	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
AU: Patent No. 2006203187	DIV: Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
EP: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
BE: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
NL: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
SE: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
CH: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
DE: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
DK: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
ES: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
FR: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
GB: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
IE: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
IT: Patent No. 1769775	Methods and Apparatus for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
US: Pending Patent	CON: Medical Devices Having MEMS Functionality	Surface Technology	5/18/2021
US: Patent No. 8,512,579	DIV: Method for Making Grooves on a Luminal Surface of an Intravascular Stent	Surface Technology	5/18/2021
US: Pending Patent	DIV: Method for Making Grooves on a Luminal Surface of an Intravascular Stent	Drug Delivery	5/18/2021
JP: Patent No. 5379195	DIV: Methods for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
JP: Pending Patent	DIV: Methods for Manufacturing an Intravascular Stent	Process - Device	5/18/2021
JP: Patent No. 5642218	DIV: Methods for Manufacturing an Intravascular Stent	Surface Technology	5/18/2021
US: Patent No. 8,920,660	CON: Method for Making Grooves on a Luminal Surface of a Stent	Material	5/21/2021

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AU: Patent No. 2001261455	Self-Supporting Laminated Films, Structural Materials and Medical Devices	Delivery System	9/12/2021
AU: Patent No. 2002325894	Guidewires and Thin Film Catheter-Sheaths and Methods	Material	10/24/2021
US: Patent No. 7,335,426	CIP: High Strength Vacuum Deposited Nitinol Alloy Films	Drug Delivery	11/19/2021
US: Pending Patent	Device for In Vivo Delivery of Bioactive Agents and Methods	Drug Delivery	11/19/2021
EP: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
AT: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
LU: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
NL: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
FR: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
BE: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
CH: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
DE: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
ES: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
FR: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
GB: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
IE: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
IT: Patent No. 1347791	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
JP: Patent No. 4231692	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
CA: Patent No. 2429356	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
AU: Patent No. 2002249771	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	11/19/2021
CA: Pending Patent	Device for In Vivo Delivery of Bioactive Agents and Method of	Drug Delivery	11/19/2021
AU: Pending Patent	Device for In Vivo Delivery of Bioactive Agents and Method of	Drug Delivery	11/19/2021
MX: Pending Patent	Device for In Vivo Delivery of Bioactive Agents and Method of	Drug Delivery	11/19/2021
CN: Pending Patent	Device for In Vivo Delivery of Bioactive Agents and Method of	Drug Delivery	11/19/2021
EP: Pending Patent	DIV: Device for In Vivo Delivery of Bioactive Agents and Method	Drug Delivery	11/19/2021
US: Pending Patent	CON: Device for In Vivo Delivery of Bioactive Agents and Method of	Graft - Thin Film	2/2/2022
US: Patent No. 7,641,682	CON: Compliant Implantable Medical Device and Method	Delivery System	4/29/2022
US: Pending Patent	CON: Guidewires and Thin Film Catheter-Sheaths and Method of Making	Metal Balloon	4/29/2022
US: Pending Patent	CON: Balloon Catheter Having Metal Balloon and Method of Making Same	Process - Device	4/30/2022
US: Patent No. 6,537,310	CIP: Endoluminal Implantable Devices and Method	Stent-Graft Device	4/30/2022
US: Patent No. 7,641,680	CON: Endoluminal Implantable Stent-Grafts	Surface Technology	5/10/2022
US: Patent No. 8,037,733	Methods and Apparatus for Manufacturing an Intravascular Stent	Valve - Stent	7/3/2022
EP: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
DE: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
FR: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
GB: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
IE: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
IT: Patent No. 1408895	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
JP: Patent No. 4636794	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
CA: Patent No. 2452571	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
AU: Patent No. 2002319631	Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
AU: Patent No. 2008201080	DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
AU: Patent No. 2008201081	DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
EP: Patent No. 2258252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
CH: Patent No. 2258252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022

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DE: Patent No. 2298252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
FR: Patent No. 2298252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
GB: Patent No. 2298252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
IE: Patent No. 2298252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Valve - Stent	7/3/2022
NL: Patent No. 2298252	EP DIV: Valvular Prostheses Having Metal or Pseudometallic Construction	Metal Balloon	7/3/2022
EP: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
CH: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
DE: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
ES: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
FR: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
GB: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
IE: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
IT: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
NL: Patent No. 1412016	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
JP: Patent No. 4567332	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
CA: Patent No. 2455417	Balloon Catheter Having Metal Balloon	Metal Balloon	7/3/2022
AU: Patent No. 2002323009	Balloon Catheter Having Metal Balloon	Graft - Thin Film	8/1/2022
EP: Patent No. 1420717	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
DE: Patent No. 1420717	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
FR: Patent No. 1420717	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
GB: Patent No. 1420717	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
JP: Patent No. 4834289	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
CA: Patent No. 2456697	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
AU: Patent No. 2002321909	Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Graft - Thin Film	8/1/2022
EP: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
CH: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
DE: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
ES: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
FR: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
GB: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
IE: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
IT: Patent No. 1416978	Emboic Protection Device	Emboic Protection	8/1/2022
JP: Patent No. 4319540	Emboic Protection Device	Emboic Protection	8/1/2022
CA: Patent No. 2457012	Emboic Protection Device	Emboic Protection	8/1/2022
AU: Patent No. 2002335625	Emboic Protection Device	Graft - Thin Film	8/1/2022
EP: Patent No. 2298249	EP DIV: Self-Supporting Metallic Implantable Grafts, Compliant Implantable Medical Devices	Surface Technology	9/29/2022
US: Patent No. 8,932,347	DIV: Implantable Materials Having Engineered Surfaces and Method of Making Same	Sensor	10/25/2022
US: Patent No. 8,372,139	In Vivo Sensor and Method of Making Same	Surface Technology	11/16/2022
US: Pending Patent	CON: Implantable Medical Devices Having Controlled Surface Properties	Stent	11/25/2022
US: Patent No. 6,923,829	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Sensor	12/14/2022
EP: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
CH: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
DE: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
ES: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022

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FR: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
GB: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
IE: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
IT: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
SE: Patent No. 1365710	In Vivo Sensor and Method of Making Same	Sensor	12/14/2022
CA: Pending Patent	In Vivo Sensor and Method of Making Same	Stent	3/19/2023
AU: Patent No. 2002251926	Endoluminal Stent Having Mid-Strut Interconnecting Members	Graft	5/7/2023
US: Patent No. 7,122,049	CON: Metallic Implantable Grafts and Method	Graft	5/7/2023
US: Patent No. 9,132,001	DIV: Metallic Implantable Grafts and Method of Making Same	Graft	5/7/2023
US: Pending Patent	Metallic Implantable Grafts and Method	Graft	5/7/2023
US: Patent No. 8,313,523	Device for In Vivo Delivery of Bioactive Agents	Drug Delivery	8/23/2023
US: Patent No. 8,252,044	High Strength Vacuum Deposited Nitinol Alloy Films, Medical Thin	Material	9/19/2023
EP: Pending Patent	High Strength Vacuum Deposited Nitinol Alloy	Material	9/19/2023
JP: Patent No. 4995420	High Strength Vacuum Deposited Nitinol Alloy	Material	9/19/2023
CA: Patent No. 2498961	High Strength Vacuum Deposited Nitinol Alloy	Material	9/19/2023
AU: Patent No. 2003270817	High Strength Vacuum Deposited Nitinol	Delivery System	9/24/2023
US: Patent No. 7,235,092	Guidewires and Thin Film Catheter-Sheaths	Surface Technology	9/26/2023
EP: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	9/26/2023
JP: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	9/26/2023
CA: Patent No. 2499976	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	9/26/2023
AU: Patent No. 2003272710	Implantable Materials Having Engineered Surfaces and Method of Making Same	Stent-Graft Device	9/26/2023
US: Pending Patent	CON: Implantable Graft and Methods of Making Same	Stent-Graft Device	9/26/2023
US: Pending Patent	CON: Implantable Graft and Methods of Making Same	Material	9/26/2023
US: Pending Patent	DIV: Implantable Materials Having Engineered Surfaces and Method of Making Same	Stent	11/21/2023
EP: Pending Patent	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
JP: Pending Patent	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
CA: Patent No. 2507038	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
AU: Patent No. 2003291117	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
MX: Patent No. 267051	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
CN: Pending Patent	Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
MX: Patent No. 327220	DIV: Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	11/21/2023
MX: Pending Patent	DIV: Implantable Expandable Medical Devices Having Regions of Different Mechanical Properties	Stent	3/18/2024
EP: Patent No. 1610724	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
DE: Patent No. 1610724	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
FR: Patent No. 1610724	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
GB: Patent No. 1610724	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
JP: Patent No. 5021298	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
CA: Patent No. 2519226	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
AU: Patent No. 2004224415	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
MX: Patent No. 255025	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
CN: Patent No. 2004800	Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent	3/18/2024
EP: Pending Patent	DIV: Endoluminal Stent Having Mid-Strut Interconnecting Members	Graft	5/6/2024
AU: Patent No. 2004238270	Metallic Implantable Grafts and Method of	Graft	5/6/2024
CA: Patent No. 2525094	Metallic Implantable Grafts and Method of	Graft	5/6/2024
JP: Patent No. 4799412	Metallic Implantable Grafts and Method	Stent-Graft Device	9/9/2024

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JP: Patent No. 4799412	CIP: Stents with Metallic Covers and Methods of Making Same	Drug Delivery	9/9/2024
JP: Patent No. 4799412	CON: Device for In Vivo Delivery of Bioactive Agents	Stent	9/20/2024
CA: Pending Patent	Medical Devices Having MEMs Functionality	Stent	9/20/2024
AU: Pending Patent	Medical Devices Having MEMs Functionality	Stent	9/20/2024
MX: Pending Patent	Medical Devices Having MEMs Functionality	Material	9/25/2024
CN: Pending Patent	Medical Devices Having MEMs Functionality	Material	9/25/2024
US: Patent No. 8,845,713	DIV: Self-Supporting Laminated Films, Structural Materials and Medical Devices	Stent	10/17/2024
US: Patent No. 7,235,098	DIV: Self-Supporting Laminated Films, Structural Materials and Medical Devices	Stent-Graft Device	3/24/2025
US: Patent No. 7,704,274	Implantable Graft and Methods	Drug Delivery	7/28/2025
EP: Pending Patent	Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	7/28/2025
JP: Patent No. 5102029	Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	7/28/2025
CA: Patent No. 2574972	Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	7/28/2025
AU: Pending Patent	Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	7/28/2025
MX: Patent No. 276235	Metallic Drug-Releasing Medical Devices and Method of Making	Drug Delivery	7/28/2025
CN: Pending Patent	Metallic Drug-Releasing Medical Devices and Method of Making	Surface Technology	8/20/2025
US: Patent No. 8,268,340	CIP: Implantable Materials Having Engineered Surfaces and Method of Making Same	Stent-Graft Device	8/31/2025
US: Patent No. 8,732,935	DIV: Stent-Graft with Proximal and Distal Attachment	Stent-Graft Device	8/31/2025
CA: Patent No. 2,780,092 -	DIV: Methods and Apparatus for Manufacturing an Intravascular Stent	Stent-Graft Device	8/31/2025
CA: Patent No. 2780089	DIV: Methods and Apparatus for Manufacturing and Intravascular Stent	Stent-Graft Device	8/31/2025
US: Pending Patent	CON: Stent-Graft with Proximal and Distal Attachment, Delivery	Stent-Graft Device	9/9/2025
CA: Pending Patent	Stents with Metallic Covers and Methods of Making Same	Stent-Graft Device	9/9/2025
AU: Pending Patent	Stents with Metallic Covers and Methods of Making Same	Stent-Graft Device	9/9/2025
MX: Pending Patent	Stents with Metallic Covers and Methods of Making Same	Stent-Graft Device	9/9/2025
CN: Pending Patent	Stents with Metallic Covers and Methods of Making Same	Process	9/14/2025
US: Pending Patent	Methods of Making Shape Memory Films by Chemical Vapor Deposition	Stent	11/22/2025
US: Pending Patent	CON: Implantable Expandable Devices Having Regions of Different Mechanical Properties	Stent	12/5/2025
US: Patent No. 8,641,754	DIV: Endoluminal Stent, Self-Supporting Endoluminal Graft	Process - Stent-Graft	1/31/2026
US: Patent No. 8,247,020	CON: Methods of Making Medical Devices	Stent-Graft Device	8/30/2026
AU: Patent No. 2006284818	Covered Stent with Proximal and Distal Attachment	Stent-Graft Device	8/30/2026
CA: Patent No. 2621299	Covered Stent with Proximal and Distal Attachment	Stent-Graft Device	8/30/2026
CN: Pending Patent	CN: Covered Stent with Proximal and Distal Attachment, Delivery Attachment	Stent-Graft Device	8/30/2026
EP: Pending Patent	EP: Covered Stent with Proximal and Distal Attachment	Stent-Graft Device	8/30/2026
JP: Patent No. 5331479	Covered Stent with Proximal and Distal Attachment	Stent-Graft Device	8/30/2026
MX: Patent No. 305389	Covered Stent with Proximal and Distal Attachment	Process	9/14/2026
AU: Pending Patent	Methods of Making Shape Memory Films By Chemical Vapor Deposition	Process	9/14/2026
CA: Pending Patent	Methods of Making Shape Memory Films By Chemical Vapor Deposition	Process	9/14/2026
CN: Pending Patent	Methods of Making Shape Memory Films By Chemical Vapor Deposition	Process	9/14/2026
MX: Pending Patent	Methods of Making Shape Memory Films By Chemical Vapor Deposition	Stent	12/4/2026
US: Patent No. 8,529,616	DIV: Implantable Expandable Medical Having Regions of Differential Mechanical Properties	Process - Stent-Graft	1/31/2027
AU: Patent No. 2007211284	Methods of Making Medical Devices	Process - Stent-Graft	1/31/2027
CA: Patent No. 2640731	Methods of Making Medical Devices	Process - Stent-Graft	1/31/2027
CN: Pending Patent	Methods of Making Medical Devices	Process - Stent-Graft	1/31/2027
EP: Pending Patent	Methods of Making Medical Devices	Process - Stent-Graft	1/31/2027
JP: Patent No. 5143025	Methods of Making Medical Devices	Process - Stent-Graft	1/31/2027
MX: Pending Patent	Methods of Making Medical Devices	Material	4/5/2027

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AU: Patent No. 2008237206	Thin Film Tissue Repair Matrix	Material	4/5/2027
CA: Pending Patent	Thin Film Tissue Repair Matrix	Stent	5/2/2027
US: Patent No. 8,348,990	CON: Implantable Expandable Medical Having Regions of Differential Mechanical Properties	Stent	5/31/2027
US: Patent No. 7,980,289	CON: Endoluminal Stent Having Mid-Strut Interconnecting Members	Stent-Graft Device	8/31/2027
US: Patent No. 8,187,318	Stent-Graft with Proximal and Distal Attachment	Stent-Graft Device	10/24/2027
US: Patent No. 8,142,491	DIV: Stent Segments Axially Connected by Thin Film	Drug Delivery	11/22/2027
US: Patent No. 9,107,605	CIP: Device for in Vivo Delivery of Bioactive Agents	Surface Technology	11/27/2028
US: Patent No. 8,147,859	Implantable Material Patterned Surface of Raised Elements	Surface Technology	11/27/2028
US: Patent No. 8,679,517	CIP: Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	11/27/2028
US: Patent No. 8,709,066	CON: Implantable Materials Having Engineered Surfaces and Method of Making Same	Material	4/7/2028
EP: Pending Patent	Thin Film Tissue Repair Matrix	Material	4/7/2028
DE: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
FR: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
GB: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
IE: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
IT: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
NL: Patent No. EP 2175901	Thin Film Tissue Repair Matrix	Material	4/7/2028
US: Patent No. 8,142,490	Stent Segments Axially Connected by Thin Film	Stent-Graft Device	5/21/2028
US: Patent No. 8,906,085	CON: Stent Segments Axially Connected by Thin Film	Stent-Graft Device	5/21/2028
EP: Patent No. 2200535	Medical Sheet	Graft - Thin Film	10/16/2028
AU: Patent No. 2008312424	Medical Sheet	Graft - Thin Film	10/16/2028
CA: Pending Patent	Medical Sheet	Graft - Thin Film	10/24/2028
EP: Pending Patent	Stent Segments Axially Connected by Thin Film	Stent-Graft Device	10/28/2028
AU: Patent No. 2008237542	Medical Device including a Thin Metallic Film Component Attached to Polymeric	Stent-Graft Device	10/28/2028
CA: Pending Patent	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
EP: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
DE: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
ES: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
FR: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
GB: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
IT: Patent No. 2055343	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
JP: Patent No. 5400349	Medical Device including a Thin Metallic Film Component Attached to Polymeric Component	Stent-Graft Device	10/28/2028
JP: Pending Patent	DIV: Medical Device including Thin Metallic Film Component attached Polymer Component	Stent-Graft Device	10/28/2028
JP: Pending Patent	DIV: Medical Device including Thin Metallic Film Component attached Polymer Component	Process - Stent-Graft	3/12/2029
US: Patent No. 7,736,687	Medical Devices with Monolithic Construction	Process - Stent-Graft	3/12/2029
US: Patent No. 8,647,700	CON: Methods of Making Medical Devices	Process - Material	4/23/2029
US: Pending Patent	DIV: Implantable Materials Having Engineered Surfaces and Method of Making Same	Material	11/11/2029
CH: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
DE: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
EP: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
ES: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
FR: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
GB: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
IE: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029
MX: Patent No. 280709	Metallic Implantable Grafts and Method of Making Same	Graft - Thin Film	11/11/2029

Geography/Patent #/Status	Title (CIP: Continuation in part, PCT = Patent cooperation Treaty DIV = Divisional CON = Continuation)	Family	Expiration (Est for Pending)
NL: Patent No. 1620047	Metallic Implantable Grafts and Method of Making Same	Stent-Graft Device	11/18/2029
EP: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
CH: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
DE: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
ES: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
FR: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
GB: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
IE: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Stent-Graft Device	11/18/2029
NL: Patent No. 1267749	Endoluminal Implantable Devices and Method of Making Same	Process - Device	6/15/2030
US: Pending Patent	CON: Methods of Making Medical Devices	Process - Device	10/28/2030
AU: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	5/3/2032
CA: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	5/3/2032
CN: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Stent	5/9/2032
EP: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	5/14/2032
JP: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	5/14/2032
MX: Pending Patent	Implantable Materials Having Engineered Surfaces and Method of Making Same	Surface Technology	8/16/2032

Geography/Patent #/Status	Title (CIP: Continuation in part, PCT = Patent cooperation Treaty Div = Divisional CON = Continuation)	Family	Expiration (Est. for Pending)
US: Patent No. 8,668,818	CON: Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/28/2030
US: Pending Patent	CON: Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process	4/5/2031
US: Patent No. 8,329,021	Method for Mass Transfer of Micro-Patterns onto Medical Device	Surface Technology	5/3/2031
US: Patent No. 8,728,563	Endoluminal implantable Surfaces, Stents, and Grafts and Method of Making Same	Process - Device	5/3/2031
US: Pending Patent	CON: Endoluminal implantable Surfaces, Stents, and Grafts and Method of Making Same	Surface Technology	5/9/2031
US: Patent No. 8,632,583	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Process - Device	10/27/2031
US: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
BR: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
CA: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
CN: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
EP: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
IL: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
IN: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
JP: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
MX: Pending Patent	Method for Mass Transfer of Micro-Patterns onto Medical Devices	Process - Device	10/27/2031
AU: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
CA: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
CN: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
EP: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
JP: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
MX: Pending Patent	Endoluminal implantable Surfaces and Method of Making the Same	Surface Technology	5/3/2032
AU: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
CA: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
CN: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
EP: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
MX: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
JP: Pending Patent	Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
US: Pending Patent	CON: Implantable Medical Device having Enhanced Endothelial Migration Features and Method	Stent	5/9/2032
US: Pending Patent	CIP: Grooved Drug-Eluting Medical Devices and Method of Making Same	Surface Technology	5/14/2032
CA: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
AU: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
CN: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
EP: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
JP: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
MX: Pending Patent	Grooved Drug-Eluting Medical Devices and Method of Making Same	Drug Delivery	8/16/2032
AU: Pending Patent	Method for Making Topographical Features on a Surface of a Medical Device	Surface Technology	10/18/2032
AU: Pending Patent	Topographical Features and Patterns on a Surface of a Medical Device	Surface Technology	10/18/2032
CA: Pending Patent	Method for Making Topographical Features on a Surface of a Medical Device	Surface Technology	10/18/2032
CA: Pending Patent	Topographical Features and Patterns on a Surface of a Medical Device	Surface Technology	10/18/2032
US: Pending Patent	CIP: Topographical Features and Patterns on a Surface of a Medical Device	Surface Technology	10/18/2032
US: Patent No. 9,050,394	Method for Making Topographical Features	Stent	11/15/2032
US: Pending Patent	Stents having a Hybrid Pattern and Methods of Manufacture	Process	8/8/2033
AU: Pending Patent	Inverted Cylindrical Magnetron (ICM) System and Methods of Use	Process	8/8/2033
CA: Pending Patent	Inverted Cylindrical Magnetron (ICM) System and Methods of Use	Process	8/8/2033
EP: Pending Patent	Inverted Cylindrical Magnetron (ICM) System and Methods of Use	Process	8/8/2033

Geography/Patent #/Status	Title (CIP: Continuation in part, PCT = Patent cooperation Treaty DIV = Divisional CON = Continuation)	Family	Expiration (Est. for Pending)
JP: Pending Patent	Inverted Cylindrical Magnetron (ICM) System and Methods of Use	Process	8/6/2033
US: Pending Patent	Inverted Cylindrical Magnetron (ICM) System and Methods of Use	Surface Technology	10/16/2033
EP: Pending Patent	Method for Making Topographical Features on a Surface of a	Surface Technology	10/16/2033
JP: Pending Patent	Method for Making Topographical Features on a Surface of a	Stent	11/14/2033
AU: Pending Patent	Stents having a Hybrid Pattern and Methods of Manufacture	Stent	11/14/2033
CA: Pending Patent	Stents having a Hybrid Pattern and Methods of Manufacture	Stent	11/14/2033
EP: Pending Patent	Stents having a Hybrid Pattern and Methods of Manufacture	Stent	11/14/2033
JP: Pending Patent	Stents having a Hybrid Pattern and Methods of Manufacture	Surface Technology	2/24/2034
EP: Pending Patent	Topographical Features and Patterns on a Surface of a Medical	Surface Technology	2/24/2034
JP: Pending Patent	Topographical Features and Patterns on a Surface of a Medical	Stent-Graft Device	3/14/2034
EP: Pending Patent	Monolithic Medical Devices, Methods of Making and Using the Same	Stent-Graft Device	3/14/2034
JP: Pending Patent	Monolithic Medical Devices, Methods of Making and Using the Same	Stent-Graft Device	3/14/2034
AU: Pending Patent	Monolithic Medical Devices, Methods of Making and Using the Same	Stent-Graft Device	3/14/2034
CA: Pending Patent	Monolithic Medical Devices, Methods of Making and Using the Same	Stent-Graft Device	3/14/2034
US: Pending Patent	Monolithic Medical Devices, Methods of Making and Using the Same	Laser Cutting System	4/25/2034
US: Pending Patent	Adaptive Guide Bushing for Laser Tube Cutting Systems	Laser Cutting System	4/27/2035
PCT: Patent Pending	Adaptive Guide Bushing for Laser Tube Cutting Systems	Material	4/27/2035
US in process	PROV: Nested Crown Stent	Stent	99/99/2036
US in process	PROV: Monolithic Stent Design Features	Stent	99/99/2036

PATENT

REEL: 042124 FRAME: 0637

Geography/Patent #/Status	Title (GP: Continuation in part, PCT = Patent cooperation Treaty DIV = Divisional CON = Continuation)	Family	Expiration (Est. for Pending)
US: Patent No. 6,458,153	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 6,652,578	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 7,338,520	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
EP: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
DE: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
FR: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
GB: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
IE: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
IT: Patent No. 1187582	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
CA: Patent No. 2362439	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/18/2020
AU: Patent No. 783906	Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 7,018,408	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 7,799,089	CON: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
AU: Patent No. 2006201194	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 8,221,493	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
AU: Patent No. 2006200570	DIV: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Patent No. 8,992,597	CON: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019
US: Pending Patent	CON: Endoluminal Cardiac and Venous Valve Prostheses and Methods of Manufacture and Delivery Thereof	Valve Stent	12/31/2019

PSI INVENTION DISCLOSURES

CONFIDENTIAL

3/2/2016

IRB NO.	Title	Inventors
2009-09-01		A. Garza
2010-01-07		KH-K Young
2010-03-01		KH-K Young
2010-05-01		A. Garza
2010-08-01		J. Palmaz
2011-06-01		M. Poor
2011-06-02		S. Carpenter & R. Baenzinger
2011-06-03		S. Carpenter & A. Garza
2011-06-01		J. Palmaz
2011-08-02		A. Garza
2011-08-03		A. Garza
2011-11-01		J. Palmaz
2012-03-01		M. Poor
2012-04-01		D. Xu
2012-06-01		D. Xu
2012-07-01		Poor
2012-07-02		Carpenter
2013-03-01		Poor
2013-10-01		(none listed)
2013-10-02		Carpenter, Poor
2013-10-03		(none listed)
2013-10-04		(none listed)
2013-10-05		(none listed)
2014-06-01		Poor
2014-07-01		Poor
2015-09-01		Poor

PSI TRADEMARKS

16-50552-cag Doc#106 Filed 03/28/16 Entered 03/28/16 20:31:50 Main Document Pg 67 of 105

3/2/2016

Mark	International Class	Goods/Services	Filed	Allowed	Registered
MONOLITHIC	10	Medical devices, namely, stents	6/7/2013	12/24/2013	

EXHIBIT B

LIST OF ASSUMED CONTRACTS AND MAXIMUM CURE COSTS

	Agreement	Maximum Cure Costs
1.	Settlement Agreement and Mutual Release dated as of May 19, 2014, among Christopher Boyle, Advanced Bio Prosthetic Surfaces, Ltd., ABPS Management, LLC, ABPS Venture One, Ltd., Palmaz Scientific, Inc., and Julio Palmaz (the " Boyle Agreement ")	0
2.	Trademark License Agreement dated as of May 19, 2008, by and between Cordis Corporation and Palmaz Scientific, Inc.	0
3.	Third Amendment of License Agreement and Restatement Thereof dated as of May 19, 2008, by and between Cordis Corporation, Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd.	0
4.	Development Agreement dated as of November 2, 2015, by and between Palmaz Scientific, Inc. and <i>[name of counterparty omitted pursuant to confidentiality requirements in Section 16 of the agreement]</i>	0
5.	Subscription Agreement dated as of October 31, 2010 between Palmaz Scientific, Inc. and TriVentures II Fund, L.P.	0
6.	Amended and Restated Agreement of Limited Partnership of TriVentures II Fund, L.P., as amended by Amendment No. 3 to the Agreement of Limited Partnership of TriVentures II Fund, L.P. dated as of February 25, 2016	0

EXHIBIT B

EXHIBIT C-1

CREDIT BID INDEBTEDNESS – SECURED

1. Promissory Note from Palmaz Scientific, Inc. to Lennox Capital Partners, LP dated July 24, 2014 in the original principal amount of \$1,000,000.
 - a. Letter Amendment to Promissory Notes among Lennox Capital Partners, LP, SPI Dallas Investments, LP and Palmaz Scientific, Inc. dated July 14, 2015
 - b. Purchase Agreement between Lennox Capital Partners, LP and Oak Court Partners, Ltd. with Allonge for Promissory Note dated August 28, 2015
 - c. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated July 22, 2015 in favor of Lennox Capital Partners, LP
 - d. Intellectual Property Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated July 22, 2015 in favor of Lennox Capital Partners, LP
 - e. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as Lennox Capital Partners, LP filed August 5, 2015 in Delaware as file # 2015 3396222
 - i. UCC-3 Assignment to Secured Party as Oak Court Partners, Ltd. filed September 15, 2015 in Delaware as file # 20155193866
 - f. UCC-1 Financing Statement with Debtors as Advanced Bio Prosthetic Surfaces, Ltd. and ABPS Venture One, Ltd., and Secured Party as Lennox Capital Partners, LP filed August 5, 2015 in Texas as file # 15-0025070696
 - i. UCC-3 Assignment to Secured Party as Oak Court Partners, Ltd. filed September 15, 2015 in Texas as file # 15-00355833
2. Promissory Note from Palmaz Scientific, Inc. to SPI Dallas Investments, LP dated July 24, 2014 in the original principal amount of \$1,500,000
 - a. Letter Amendment to Promissory Notes among Lennox Capital Partners, LP, SPI Dallas Investments, LP and Palmaz Scientific, Inc. dated July 14, 2015
 - b. Purchase Agreement between Lennox Dallas Partners, LP (f/k/a SPI Dallas Investments, LP) and Oak Court Partners, Ltd. with Allonge for Promissory Note dated August 28, 2015
 - c. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated July 22, 2015 in favor of SPI Dallas Investments, LP
 - d. Intellectual Property Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated July 22, 2015 in favor of SPI Dallas Investments, LP

EXHIBIT C-1

- e. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as SPI Dallas Investments, LP filed August 5, 2015 in Delaware as file # 2015 3396107
 - i. UCC-3 Assignment to Secured Party as Oak Court Partners, Ltd. filed September 15, 2015 in Delaware as file # 20154089685
- f. UCC-1 Financing Statement with Debtor as Advanced Bio Prosthetic Surfaces, Ltd. and and ABPS Venture One, Ltd., and Secured Party as SPI Dallas Investments, LP filed August 5, 2015 in Texas as file # 15-0025070212
 - i. UCC-3 Assignment to Secured Party as Oak Court Partners, Ltd. filed September 15, 2015 in Texas as file # 15-00295592
- 3. Draw Note from Palmaz Scientific, Inc. to Julio Palmaz dated June 2, 2015 in the original principal amount of up to \$1,000,000
 - a. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated September 17, 2015 in favor of Julio Palmaz
 - b. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as Julio Palmaz filed February 10, 2016 in Delaware as file # 2016 0822369
 - c. UCC-1 Financing Statement with Debtor as Advanced Bio Prosthetic Surfaces, Ltd. and Secured Party as Julio Palmaz filed February 10, 2016 in Texas as file # 16-0004507033
 - d. UCC-1 Financing Statement with Debtor as ABPS Venture One, Ltd. and Secured Party as Julio Palmaz filed February 10, 2016 in Texas as file # 16-0004506880
 - e. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 18, 2016 #900354394 (Trademarks)
 - f. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 26, 2016 #503692759 (Patents)
- 4. Convertible Draw Note from Palmaz Scientific, Inc. to Oak Court Partners, Ltd dated June 16, 2015 in the original principal amount of up to \$4,500,000
 - a. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated July 22, 2015 in favor of Oak Court Partners, Ltd.
 - b. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as Oak Court Partners, Ltd. filed February 10, 2016 in Delaware as file # 2016 0822377
 - c. UCC-1 Financing Statement with Debtor as Advanced Bio Prosthetic Surfaces, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 10, 2016 in Texas as file # 16-0004506648

EXHIBIT C-1

- d. UCC-1 Financing Statement with Debtor as ABPS Venture One, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 10, 2016 in Texas as file # 16-0004506769
 - e. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 18, 2016 #900354406 (Trademarks)
 - f. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 29, 2016 #503694543 (Patents)
5. Convertible Draw Note from Palmaz Scientific, Inc. to Oak Court Partners, Ltd dated September 17, 2015 in the original principal amount of up to \$3,000,000
- a. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated September 17, 2015 in favor of Oak Court Partners, Ltd.
 - b. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as Oak Court Partners, Ltd. filed February 11, 2016 in Delaware as file # 2016 0838092
 - c. UCC-1 Financing Statement with Debtor as Advanced Bio Prosthetic Surfaces, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 11, 2016 in Texas as file # 16-0004555753
 - d. UCC-1 Financing Statement with Debtor as ABPS Venture One, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 11, 2016 in Texas as file # 16-0004555632
 - e. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 18, 2016 #900354397 (Trademarks)
 - f. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 26, 2016 #503694177 (Patents)
6. Draw Note from Palmaz Scientific, Inc. to Oak Court Partners, Ltd dated December 30, 2015 in the original principal amount of up to \$1,500,000
- a. Security Agreement by Palmaz Scientific, Inc., Advanced Bio Prosthetic Surfaces, Ltd., and ABPS Venture One, Ltd. dated December 30, 2015 in favor of Oak Court Partners, Ltd.
 - b. UCC-1 Financing Statement with Debtor as Palmaz Scientific, Inc. and Secured Party as Oak Court Partners, Ltd. filed February 16, 2016 in Delaware as file # 2016 0917110
 - c. UCC-1 Financing Statement with Debtor as Advanced Bio Prosthetic Surfaces, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 16, 2016 in Texas as file # 16-0004971290

EXHIBIT C-1

- d. UCC-1 Financing Statement with Debtor as ABPS Venture One, Ltd. and Secured Party as Oak Court Partners, Ltd. filed February 16, 2016 in Texas as file # 16-0004971179
- e. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 19, 2016 #900354468
- f. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated February 29, 2016 #503695390 (Patents)

EXHIBIT C-1

522769 000002 16802084.21

PATENT
REEL: 042124 FRAME: 0645

EXHIBIT C-2

CREDIT BID INDEBTEDNESS – UNSECURED

Buyer intends to acquire or assume the following unsecured claims against Seller from various third parties and will include the following claims as part of its credit bid:

<u>Amounts originally owed by Seller to:</u>	<u>Amount:</u>
The State of Texas	\$ 4,375,430.14
Phil Romano	\$ 380,734.03
Steve Solomon*	\$ 1,619,298.41
Oak Court Partners, Ltd.	\$ 1,061,188.02
Julio Palmaz	\$ 298,980.23
Asel & Associates	\$ 350,000.00
Elder Bray & Bankler, PC	\$ 213,546.02
Rosenbaum IP, P.C.	\$ 594,318.34
Total	\$ 8,893,495.19

* Steve Solomon's claim has been acquired by Oak Court Partners, Ltd. Steve Solomon will not be a shareholder of Buyer.

EXHIBIT D

FORMS OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

[See attached.]

SIGNATURE PAGE

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

522769 000002 16802084.21

PATENT
REEL: 042124 FRAME: 0647

EXHIBIT D-1

**FORM OF VACTRONIX
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (this "**Assignment**") is entered into as of _____, 2016 by and among Palmaz Scientific Inc., a Delaware corporation ("**PSI**"), Advanced Bio Prosthetic Surfaces, Ltd., a Texas limited partnership ("**ABPS**"), and ABPS Venture One, Ltd., a Texas limited partnership ("**ABPS Venture**" and, together with PSI and ABPS, "**Assignor**"), and VACTRONIX Scientific, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase and Sale Agreement dated as of the date hereof by and among Assignor and Assignee (the "**Purchase and Sale Agreement**").

RECITALS

WHEREAS, Assignor and Assignee entered into the Purchase and Sale Agreement, which provides, among other things, for Assignor to sell and assign to Assignee all of its right, title and interest in and to the Subject Assets, including, without limitation, the Assumed Contracts set forth on Exhibit A attached hereto (collectively, the "**Subject Contracts**"), and Assignee has agreed to assume all liabilities and obligations of Assignor arising after the Closing Date under the Subject Contracts (the "**Assumed Liabilities**"); and

WHEREAS, Assignee has assigned certain of its rights and delegated certain of its obligations under the Purchase and Sale Agreement to HC Litigation Fund, LLC;

NOW, THEREFORE, pursuant to the Purchase and Sale Agreement and in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Subject Assets. Assignor hereby contributes, sells, assigns, grants, conveys and transfers to Assignee all of such Assignor's right, title and interest in and to the Subject Assets, including the Subject Contracts, Free and Clear (excluding Permitted Encumbrances), but specifically excluding the Harriman litigation matter described in Part IV of Exhibit A of the Purchase and Sale Agreement and Assignee hereby accepts such assignment of the Subject Assets.
2. Assumption of Assumed Liabilities. Assignee hereby assumes the Assumed Liabilities and agrees to pay, perform and discharge, as and when due, the Assumed Liabilities.
3. Terms of the Purchase and Sale Agreement. The terms of the Purchase and Sale Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities of Assignor

and its Affiliates contained in the Purchase and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

4. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
5. Binding Effect. This Assignment shall be binding upon, and, inure to the benefit of, Assignor and Assignee and their respective successors and assigns.
6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**
7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

PALMAZ SCIENTIFIC INC.

By: _____
Name: _____
Title: _____

ADVANCED BIO PROSTHETIC
SURFACES, LTD

By: _____,
its general partner

By: _____
Name: _____
Title: _____

ABPS VENTURE ONE, LTD.

By: _____,
its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

VACTRONIX SCIENTIFIC INC.

By: _____
Name: _____
Title: _____

EXHIBIT D-2
HC LITIGATION FORM BILL OF SALE and ASSIGNMENT

This Bill of Sale and Assignment (this "**Assignment**") is entered into as of _____, 2016 by and among Palmaz Scientific Inc., a Delaware corporation ("**PSI**"), Advanced Bio Prosthetic Surfaces, Ltd., a Texas limited partnership ("**ABPS**"), and ABPS Venture One, Ltd., a Texas limited partnership ("**ABPS Venture**") (ABPS Venture, ABPS, and PSI are collectively referred to as the "**Assignor**"), and HC Litigation Fund, LLC, a Texas limited liability company ("**Assignee**") (together, Assignor and Assignee are the "**Parties**").

RECITALS

WHEREAS, Assignor commenced cases under the protection of Chapter 11 of Title 11 of the United States Code by filing voluntary petitions for relief ("**Assignor's Chapter 11 Cases**") with the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (the "**Bankruptcy Court**"), on March 4, 2016, and Assignor's Chapter 11 Cases are being jointly administered under Case No. 16-50552-cag; and

WHEREAS, pursuant to Assignor's Plan of Reorganization as approved by the Bankruptcy Court (the "**Plan**"), Assignor desires to assign to Assignee all of Assignor's rights, title, and interest in and to that certain Litigation defined in the Plan as the "**Harriman Case**," meaning *Harriman v. Palmaz Scientific*, Cause No. DC-15-12314, pending in the 134th Judicial District in Dallas County" (hereinafter the "**Subject Litigation**").

WHEREAS, Assignee desires to accept the assignment of the Subject Litigation pursuant to the terms of the Plan;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Assignment of Subject Litigation. Assignor hereby contributes, sells, assigns, grants, conveys and transfers to Assignee all of such Assignor's right, title and interest in and to the Subject Litigation, including all rights, claims, causes of action, counterclaims, third-party-claims, defenses, and remedies (for damages, injunctive relief, attorney's fees or otherwise), free and clear of all liens, security interests and encumbrances, so that neither Assignor, their successors or assigns or any third parties shall at any time hereafter have, claim or demand any right or title thereto. Assignee hereby accepts such assignment of the Subject Litigation.
2. Severability. If any provision of this Assignment or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

3. Binding Effect. This Assignment shall be binding upon, and, inure to the benefit of, Assignor and Assignee and their respective successors and assigns.
4. **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.
5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

PALMAZ SCIENTIFIC INC.

By: _____
Name: _____
Title: _____

ADVANCED BIO PROSTHETIC
SURFACES, LTD.

By: _____,
its general partner

By: _____
Name: _____
Title: _____

ABPS VENTURE ONE, LTD.

By: _____,
its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

HC LITIGATION FUND, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

BID PROCEDURES ORDER

[See attached.]



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: June 03, 2016.

Craig A. Gargotta

CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	
PALMAZ SCIENTIFIC INC.,	§	CASE NO. 16-50552
Debtor.	§	Chapter 11
	§	
In re:	§	
ADVANCED BIO PROSTHETIC	§	CASE NO. 16-50555
SURFACES, LTD.,	§	Chapter 11
Debtor.	§	
	§	
In re:	§	
ABPS MANAGEMENT, LLC,	§	CASE NO. 16-50556
Debtor.	§	Chapter 11
	§	
In re:	§	
ABPS VENTURE ONE, LTD.,	§	CASE NO. 16-50554
Debtor.	§	Chapter 11
	§	(Jointly Administered Under 16-50552)

ORDER APPROVING SALE PROCEDURES AND SETTING SALE HEARING
RELATING TO DEBTORS' MOTION (A) FOR AUTHORITY TO SELL ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (B) TO ESTABLISH
PROCEDURES WITH RESPECT TO SUCH SALE (C) TO CONSIDER APPROVAL OF
BREAKUP FEE, AND (E) TO SHORTEN AND LIMIT NOTICE

On May 25th, 2016 came on to be heard the Debtors' Motion (A) For Authority to Sell Assets Free and Clear of Liens, Claims, and Encumbrances; (B) To Establish Procedures With Respect to Such Sale and the Assumption, (C) To Consider Approval of Breakup Fee, and (D) To Shorten and Limit Notice (the "Motion to Sell").

The Motion to Sell seeks, inter alia, entry of an order approving and authorizing the sale of substantially all of the Debtors' assets on an "AS IS, WHERE IS" basis. The Debtors propose to sell those assets described more fully in the Motion to Sell to Vactronix Scientific, Inc. or its assigns ("Vactronix"), the initial bidder for the Debtor's assets, at a purchase price of \$22,600,000.00, or to such other proposed purchaser as may submit the highest and best offer for the assets at an auction sale to be held prior to the hearing on the Motion to Sell.

IT IS HEREBY ORDERED, AND NOTICE IS GIVEN that the auction sale will be conducted at 10:00 a.m. Central Daylight Time on June 10th, 2016 at the United States Bankruptcy Court for the Western District of Texas, Courtroom No. 3, 5th Floor, 615 E. Houston St., San Antonio, TX 78205. It is further

ORDERED that, competing bids for the assets (substantially in the form described below) must be submitted by 4:00 p.m. Central Daylight Time on June 8th, 2016. It is further

ORDERED that, on or before 4:00 p.m. CDT on June 8th, 2016, any persons interested in submitting a competing bid shall deliver such third party's proposed bid, a \$250,000.00 deposit and a copy of the "cash offer" asset purchase agreement attached as Exhibit A hereto, marked to show changes,(a "Cash Offer Agreement"), to Steve Gerbsman at Gerbsman Partners, 211 Laurel Grove Avenue, Kentfield, CA 94904, together with proof of the competing bidder's financial ability to close the transaction (e.g., a lender's commitment letter or a balance sheet evidencing that the bidder has available cash to close the transaction on or before June 30th, 2016). In

addition, a copy of any executed Cash Offer Agreement, should be delivered to counsel to the Debtors, bkingman@kingmanlaw.com (William B. Kingman, Law Offices of William B. Kingman, P.C., 4040 Broadway, Suite 450, San Antonio, TX 78209) and counsel to the Creditors' Committee, michellelarson@andrewskurth.com (Michelle Larson, Andrews Kurth LLP, 1717 Main Street, Suite 3700, Dallas, Texas 75201). It is further

ORDERED that Vactronix must provide the Debtors and the Creditors' Committee with proof of Vactronix's financial ability to close the cash portion of its bid on or before 4:00 p.m. CDT on June 6th, 2016. It is further

ORDERED that, in order to be qualified, any competitive bid must also:

- (1) provide for a closing date on the sale which is no later than June 30th, 2016;
- (2) contain substantially the same (or more favorable) terms and conditions as those contained in the Cash Offer Agreement regarding the assets;
- (3) not contain any due diligence conditions or financing contingency;
- (4) unless Vactronix withdraws its \$22,600,000.00 offer on or before 5:00 p.m. CDT on June 3rd, 2016, proffer a competing bid of at least \$23,100,000.00; and
- (5) by its terms, remain open for acceptance through the later of: (a) June 10th, 2016 or (b) the closing of any transaction with a winning bidder;

ORDERED that if Debtor's counsel and/or Gerbsman Partners determines that any competing bidder is not qualified to bid at the Auction, such non-qualified bidder may request the Court to determine if such competing bidder is qualified to bid at the Auction. However, nothing herein shall give such non-qualified bidder standing to object to the sale itself. It is further

ORDERED that competing bidders who qualify to participate in the auction sale will be notified of such qualification on or before the close of business on June 9th, 2016. Bidding for

the assets at the auction sale will be conducted in minimum incremental bids of \$50,000.00. It is further

ORDERED that piecemeal competing bids will be considered. If Vactronix withdraws its \$22,600,00.00 offer, the deposit requirement for a competing bid shall be the lesser of \$250,000 or 10% of the amount of the competing bid. It is further

ORDERED that, despite any provisions in the Motion to Sell to the contrary, the Court shall conduct the Auction in open court and shall make the final decision as to what is the highest and best offer or combination of offers, which in the aggregate makes the highest or otherwise best offer to purchase the Debtors' assets. It is further

ORDERED that the Court has scheduled a hearing on the Motion to Sell to be held in Courtroom No. 3, 5th Floor, U.S. Bankruptcy Court, 615 E. Houston St., San Antonio, Texas 78205 on June 10th, 2016 immediately following the completion of the above-described auction. Any creditor or party in interest desiring to object to the relief sought by the Debtors in the Motion to Sell must file an objection to the Motion to Sell on or before June 8th, 2016 and appear at the aforesaid hearing and argue such objection. It is further

ORDERED that, on or before June 8th, 2016, objections to the Motion to Sell, if any, shall be filed with the Clerk and served on all parties identified in the order limiting notice in these cases (Docket No. 39) It is further

ORDERED that the Breakup Fee described in the Motion to Sell is not approved. It is further

ORDERED that the asset purchase agreements attached to the Motion to Sell are not approved as a result of the entry of this order. If a sale is ultimately approved, an asset purchase agreement (as may be modified by the Court) shall be set for hearing on June 10th, 2016

following the auction. It is further

ORDERED that notwithstanding anything to the contrary herein, the terms of the Vactronix bid and asset purchase agreement submitted by same shall conform, **in all material respects**, to the term sheet approved by the Court by Order dated May 26, 2016 (Dkt. No. 248). It is further

ORDERED that the Debtors' counsel shall consult with Creditors' Committee and its counsel regarding offers and bidders' qualifications and any proposed modifications to the Cash Offer Agreement or the Vactronix asset purchase agreement. It is further

ORDERED that Debtors' counsel or Gerbsman Partners are authorized to send to prospective purchasers a copy of this Order or a summary of the bid procedures and notice of auction set forth in this Order.

###

Submitted by:

William B. Kingman, SBN 11476200
LAW OFFICES OF WILLIAM B. KINGMAN, P.C.
4040 Broadway, Suite 450
San Antonio, Texas 78205
Telephone: (210) 829-1199
Facsimile: (210) 821-1114
bkingman@kingmanlaw.com

COUNSEL FOR DEBTORS

WITHOUT EXHIBIT "A" ATTACHED

EXHIBIT "A"