PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4631717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SETTLEMENT AGREEMENT RELEASE

CONVEYING PARTY DATA

Name	Execution Date
LANX S.R.L.	08/11/2017

RECEIVING PARTY DATA

Name:	GIUSEPPE CALVOSA
Street Address:	VIA RANDACCIO, 24
City:	PISA
State/Country:	ITALY
Postal Code:	56123

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12094732

CORRESPONDENCE DATA

Fax Number:

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.

Email: REQUEST@SLWIP.COM
Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1: PO BOX 2938
Address Line 4: MINNEAPOLIS, MINNESOTA 55402-0938

ATTORNEY DOCKET NUMBER:	5394.738US1
NAME OF SUBMITTER:	LESLIE J. ANTONSEN
SIGNATURE:	/Leslie J. Antonsen/
DATE SIGNED:	10/09/2017

Total Attachments: 6
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SETTLEMENT AGREEMENT, RELEASE, AND TERMINATION OF INTELLECTUAL PROPERTY PURCHASE AGREEMENT
(20-0322-02)

This Settlement Agreement, Release, and Termination of Intellectual Property Purchase Agreement ("**Settlement Agreement**") effective as of the date of the last to sign below ("Effective Date"), is entered into by and between **Lanx, s.r.l ("Lanx")**, **Biomet Spine, LLC ("Biomet Spine")** and **Zimmer Biomet Spine, Inc., ("Zimmer Biomet Spine")** having principal places of business at 310 Interlocken Parkway, Suite 120, Broomfield, Colorado 80021, and **Professor Giuseppe CALVOSA**, an individual residing at Via Randaccio, 24, 56123 Pisa ITALY ("**Seller**"), having an address at 1635 E. Myrtle Ave., Suite 400 Phoenix, Arizona 85020; each herein individually, Party and collectively, Parties.

RECITALS

WHEREAS, Lanx and Seller are parties to an Intellectual Property Purchase Agreement (20-0322-02) with an effective date of February 2, 2010 (the "Agreement");

WHEREAS, since the effective date of the Agreement, Lanx was acquired by Biomet Spine, Biomet Spine was thereafter acquired by Zimmer Holdings, Inc. and is now an affiliate of Zimmer Spine, Inc. and Zimmer Biomet Spine, Inc.;

WHEREAS, Zimmer Biomet Spine and its affiliates have other products in the vertebral stabilization space and plans to discontinue the development of the "Qualifying Products" as that term is described in the Agreement;

WHEREAS, after Zimmer Biomet Spine informed Seller of its intention to terminate the Agreement, Seller alleged that Zimmer Biomet Spine's termination would be a breach of the Agreement. Zimmer Biomet Spine denied Seller's allegation; and

WHEREAS, Lanx, Biomet Spine and its affiliate Zimmer Biomet Spine, Inc. and Seller desire to resolve the dispute between the parties and terminate the Agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, and in the interest of resolving their differences in a good-faith, amicable manner, the Parties agree as follows:

1. Termination of Intellectual Property Purchase Agreement. Subject to the terms of this Settlement Agreement, except as to Sections 3 and 9 of the Agreement, which shall continue in full force and effect and be incorporated into this Settlement Agreement, the Parties mutually agree to terminate the Intellectual Property Purchase Agreement, and it shall be terminated, as of the Effective Date of this Settlement Agreement.

2. Mutual Release and Release from Payment Obligations. Each Party, on behalf of itself and its successors, assigns, and its current or former employees, managers, agents, officers, attorneys, and directors, hereby waives, releases, and covenants not to sue the other Party and any of its insurers, successors, assigns, affiliates, and either Party's (or its affiliate's) current or former employees, managers, agents, officers, attorneys, and directors with respect to any and all claims, fees, damages, liabilities, or other matters arising from, arising out of, or otherwise relating to the Agreement, the Intellectual Property as defined in the Agreement or this Settlement Agreement, or any alleged breach of or compensation paid to Seller by Buyer, pursuant to the Agreement or this Settlement Agreement. Subject to Section 4 of this Settlement Agreement, Lanx, Biomet Spine, Zimmer Biomet Spine and its affiliates are forever released from and shall not be required to make any further payments or provide any additional compensation to Seller under the Agreement, the Intellectual Property or this Settlement Agreement.

3. Prosecution and Maintenance Fees. Within 90 days of the Effective Date of this Settlement Agreement, Zimmer Biomet Spine shall file a response or tend to any other requirement for which the ordinary due date is prior to or the same as the Effective Date of the settlement agreement, including for example payments of any taxes or maintenance fees due, in the relevant patent office to any Official Office Actions received as of the Effective Date of this Settlement Agreement in any pending patent applications in Exhibit 1 of this Settlement Agreement. Zimmer Biomet Spine and its affiliates shall bear the expense for any work made on their request by providers or foreign associates relating to the patent portfolio listed in Exhibit 1. Zimmer Biomet Spine and its affiliates hereby transfers and assigns to Seller all right, title and interest in and to the patent applications listed in Exhibit 1 and shall execute assignments on the United States patent applications and patents listed in Exhibit 1 within 90 days of the execution of this agreement. Zimmer Biomet Spine and its affiliates shall execute and bear the expense of the assignments on the United States patent applications and patents listed in Exhibit 1 within 90 days of the execution of this agreement. Zimmer Biomet Spine and its affiliates shall cooperate with Seller to effect the assignment of the patent applications and patents for countries other than the United States. For the avoidance of doubt, Seller shall be responsible for the filing and expense of assignments for countries other than the United States and Zimmer Biomet Spine shall provide assistance as requested by Seller or Seller's agent.

4. Payment. Within 45 days of the Effective Date of this Settlement Agreement, Zimmer Biomet Spine shall pay Seller €112,500.

   a) Payment shall be effected on the Seller's bank account as follows:

   Bank: Cassa RisparmioVolterra
   IBAN IT24 T063 7071 2210 0001 0082 154
   BIC: CRVOIT3V
   Account No.: 01/001/10082154

b) The bank remittance will be accompanied by the reasons for it as follows: "Settlement agreement dated... for the advance termination of the Intellectual Property Purchase Agreement (20-03-22-02), effective date of February 2, 2010".

5. Non-Disparagement. Biomet Spine, Zimmer Biomet Spine, and Seller agree that they will not disparage or defame each other in any respect or make any disparaging comments concerning the matters referred to in this Settlement Agreement or the Agreement.

6. Confidentiality of Settlement Agreement. In further consideration for this Settlement Agreement, the Parties agree that the terms and conditions of this Settlement Agreement and the facts of this settlement shall be confidential. Except as provided above or required by law, court order, or the enforcement of the provisions hereof, the Parties shall maintain in strict confidence and shall not disclose the substance or contents of this Settlement Agreement to any third party without the prior written consent of the other Party. In the event that either Party believes it is required in one of the manners described herein to disclose the substance or content of this Settlement Agreement to a third party, the Party shall first provide prompt written notice of intention to disclose to the other Party prior to any disclosure.

7. Understanding of Settlement Agreement. The Parties represent and warrant that they have read this Settlement Agreement and have been advised by their attorneys as to its legal effect and understand that by signing this Settlement Agreement they are foregoing the right to have a court or jury determine questions of liability and costs, expenses or damages.

8. No Admission Of Liability—Full Accord And Satisfaction. The Parties expressly understand that the payment, other terms, and/or the acceptance of the sums being paid pursuant to this Settlement Agreement are not an admission of liability on the part of any Party hereto and are in full accord and satisfaction of any and all disputed potential claims or potential counterclaims. Each Party shall bear its own costs and professional fees incurred in the course of the Parties interactions and communications preceding this Settlement Agreement, and for negotiating, finalizing, and executing this Settlement Agreement.

9. Voluntary Release. In making this voluntary express release, the Parties acknowledge that claims or facts in addition to or different from those which are now known or believed to exist with respect to matters mentioned herein may later be discovered and that it is the Parties' intention to hereby fully and forever settle and release any all matters, regardless of the possibility of later discovered claims or facts. This release is and shall be and remain a full, complete and unconditional general release. The Parties acknowledge and understand the significance and potential consequences of their release of unknown claims. The Parties intend that

the claims released under this Settlement Agreement be construed as broadly as possible.

10. No Reliance or Coercion. The Parties each acknowledge that, in entering this Settlement Agreement, neither of the Parties has relied on any representations from the other Party. The Parties further acknowledge that they are freely and voluntarily entering into this Settlement Agreement, not coerced by any person, and that they have sought and obtained the advice of legal counsel of their choice with regard to this Settlement Agreement.

11. No "Prevailing Party". This Settlement Agreement shall not in any way be interpreted to render Biomet Spine or Seller a "prevailing party" for any purpose, including, but not limited to, an award of attorney's fees under any statute or otherwise.

12. Integration. This Settlement Agreement represents the entire agreement of the Parties. There are no other written or oral agreements among the Parties concerning the subject matter of this Settlement Agreement. Any prior understandings of the Parties are superseded, including the Agreement.

13. Severability. If any provision of this Settlement Agreement is held to be illegal, invalid, or unenforceable for any reason, such provision shall be fully severable.

14. Settlement Agreement May Be Signed In Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Settlement Agreement as of the Effective Date.

LANX, BIOMET SPINE, LLC and
ZIMMER BIOMET SPINE, INC.

By: [signature]

Printed Name: [signature]

Title: VP R+D

Date: 11 Aug 2017

Professor Giuseppe CALVOSA

By: Giuseppe Calvosa

Printed Name: Giuseppe Calvosa

Date: 14/08/2017

Exhibit 1 - Intellectual Property

TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	PATENT #	GRANT DATE
MODULAR VERTEBRAL STABILIZER	European Patent Office	Pending	06831591.0	Nov 24, 2006		
MODULAR DYNAMIC SPINE STABILIZER	Italy	Issued	PI2005A000126	Nov 24, 2005	1359005	Apr 16, 2009
MODULAR VERTEBRAL STABILIZER	United States	Issued	12/094,732	Nov 24, 2006	8182513	May 22, 2012
MODULAR VERTEBRAL STABILIZER	PCT	Completed	PCT/IB2006/003342	Nov 24, 2006		
MODULAR HYBRID DISK AND SPINAL STABILIZER	Italy	Issued	PI2006A000001	Jan 2, 2006	1368806	Dec 29, 2009
MODULAR VERTEBRAL STABILIZER	European Patent Office	Issued	09775195.2	Dec 15, 2009	2376006	Dec 4, 2013
MODULAR VERTEBRAL STABILIZER	United Kingdom	Issued	09775195.2	Dec 15, 2009	2376006	Dec 4, 2013
MODULAR SPINAL STABILIZER	Italy	Issued	MI2008A002238	Dec 17, 2008	1392200	Feb 22, 2012
MODULAR VERTEBRAL STABILIZER	United States	Abandoned	13/132,744	Jan 30, 2012		
MODULAR VERTEBRAL STABILIZER	United States	Issued	14/467,437	Aug 25, 2014	9339303	May 17, 2016
MODULAR VERTEBRAL STABILIZER	PCT	Completed	PCT/EP2009/067208	Dec 15, 2009		
MODULAR VERTEBRAL STABILIZER	Germany	Issued	09801433.5	Dec 15, 2009	602009020 3061	Nov 20, 2013
MODULAR VERTEBRAL STABILIZER	European Patent Office	Completed	09801433.5	Dec 15, 2009	2376007	Nov 20, 2013
MODULAR VERTEBRAL STABILIZER	United Kingdom	Issued	09801433.5	Dec 15, 2009	2376007	Nov 20, 2013
MODULAR SPINAL STABILIZER	Italy	Issued	MI2008A002240	Dec 17, 2008	1392298	Feb 24, 2012
MODULAR VERTEBRAL STABILIZER	Italy	Issued	09801433.5	Dec 15, 2009	2376007	Nov 20, 2013
MODULAR VERTEBRAL STABILIZER	United States	Abandoned	13/132,732	Dec 6, 2011		
MODULAR VERTEBRAL STABILIZER	United States	Pending	14/828,714	Aug 18, 2015		
MODULAR SPINAL STABILIZER	PCT	Completed	PCT/EP2009/067203	Dec 15, 2009		
	European Patent Office		09775195.2 Italian validation: 502014902256731	Feb. 25, 2014	2376006	