

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osteotherapeutics, LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Amendia, Inc.		
Street Address:	1755 West Oak Parkway		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30062		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77478619	OSTEOLINK	
Serial Number:	77478624	OSTEOGRO	
Serial Number:	77478621	OSTEOTAC	
CORRESPONDENCE DATA			
Fax Number:	7702174071		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6787431125		
Email:	trademark@fsblegal.com		
Correspondent Name:	Anthony J DoVale		
Address Line 1:	885 Woodstock Road		
Address Line 2:	Suite 430-383		
Address Line 4:	Roswell, GEORGIA 30075		
NAME OF SUBMITTER:	Anthony J. DoVale		

OP \$90.00 77478619

Signature:	/Anthony J DeVale/
Date:	08/09/2012
<p>Total Attachments: 25</p> <p>source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page1.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page2.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page3.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page4.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page5.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page6.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page7.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page8.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page9.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page10.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page11.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page12.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page13.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page14.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page15.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page16.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page17.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page18.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page19.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page20.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page21.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page22.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page23.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page24.tif source=2012_05_24_Osteo_Amendia Asset Purch Agmt#page25.tif</p>	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is being entered into as of May ~~24~~, 2012 (“**Closing Date**”) by and among Osteotherapeutics, LLC., a Delaware limited liability company, with an address of 1723 Beverly Drive, Charlotte, NC 28207 (“**Seller**”) and Amendia, Inc., a Georgia corporation with its principal place of business at 1755 West Oak Parkway, Marietta, Georgia 30062 (“**Purchaser**”). Seller and Purchaser are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITAL

WHEREAS, Seller owns all rights, title, and interest in and to the injectable bone substitute marketed under the trade names Osteotac Calcium Phosphate Cement, Osteofill Putty, and Osteotac CPC Injectable Bone Substitute and related intellectual property (collectively, “**Products**”) (as further defined in Section 1.1);

WHEREAS, the Parties wish to provide for the sale by Seller to Purchaser of all rights, title and interest in or to the Products and certain related assets.

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

1. Definitions.

1.1 “Patent(s)” shall mean United States and foreign patents and patent applications containing claims related to the composition, design, manufacturing, and use of the Products.

1.2 “Trademark(s)” shall mean United States and foreign registered or unregistered trademarks and applications related to the Products.

1.3 “Copyright(s)” shall mean registered and unregistered copyrights, copyrightable works, mask works, and writings and other works of authorship embodied in tangible form, in any jurisdiction, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing related to the Products.

1.4 “Know-How” shall mean any and all know-how, technical information, trade secrets, knowledge, technology, processes, techniques, methods, confidential and proprietary information, materials, or other data, whether patentable or not, in each case which are not generally known or available to the public as it relates to the Products.

1.5 “Intellectual Property” shall mean all Patents and Trademarks, Copyrights(s), and Know-How relating to the Products including, without limitation, those the Patents and Trademarks of Seller listed on Exhibit 1.5 attached hereto, and any related domestic and foreign continuation, divisional, continuation-in-part, reissue, or reexamination applications or patents based on or referencing all or part of the Patents.

1.6 "Products" shall mean Osteotac Calcium Phosphate Cement, Osteofill Putty, and Osteotac CPC Injectable Bone Substitute product line and any related items used to store or inject the Products.

1.7 "Claim" shall mean any claim, threat, action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation. Claim includes written, email, verbal and other forms of communication and is not limited in any way by the type of person or business initiating the Claim.

1.8 "Legal Requirement" shall mean any law, rule or regulation of any Governmental Body.

1.9 "Governmental Body" shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multinational organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

1.10 "Tax" or "Taxes" means any tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax, withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), that is or has been (a) imposed, assessed or collected by or under the authority of any Governmental Body, or (b) payable pursuant to any tax sharing agreement or similar contract.

1.11 "Improvement(s)" shall mean any patentable or non-patentable invention, discovery, technology, adaptation, change, derivative work, enhancement, improvement, modification or redesign, including any Intellectual Property rights pertaining thereto.

2. Sale of Assets.

2.1 Sale of Assets. On the terms and subject to the conditions and other provisions set forth in this Agreement, as of the Effective Date, Seller hereby sells and transfers to Purchaser, and Purchaser hereby purchases from Seller, all of the following assets ("Assets"):

2.1.1 the Intellectual Property (such assets include, without limitation, all Patents, Trademarks, and Copyrights listed in Schedule 2.1.1);

2.1.2 to the extent possible, all rights and contracts ("Contracts") in the form of a license, manufacturing, assembly, production, or supply contract relating to manufacturing, assembling, marketing, selling or distributing the Products including all outstanding offers or solicitations related thereto made by or to Seller (such assets include, without limitation, those assets listed in Schedule 2.1.2);

2.1.3 all governmental authorizations and regulatory filings, certifications, and approvals including all pending applications therefore or renewals thereof incorporated into or necessary

for the Products, including, for example, US FDA, CE approval, SFDA registrations or approval and any other regulatory certifications (collectively, the “**Regulatory Rights**”) (such assets include, without limitation, those assets listed in Schedule 2.1.3); and

2.1.4 data and records related to the operations of Seller with regards to the Products to the extent reasonable and available, including client and customer lists and records, referral sources, research and development reports and records, software programs, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records (collectively, the “**Records**”).

2.2 Purchase Price. As consideration for the sale of the Assets, Purchaser will pay at Closing a purchase price (the “**Purchase Price**”), as full consideration for the purchase of the Assets, Two Hundred Twenty-Seven Thousand Two Hundred Thirty Dollars (\$227,230.43). The Purchase Price shall be paid as follows: (i) \$150,000 to be paid by Purchaser directly to Silicon Valley Bank; and (ii) \$77,230.43 paid to Purchaser. Purchaser agrees to use the proceeds received from Purchase Price to discharge its indebtedness in accordance with Section 2.6.2, herein.

2.3 Liabilities.

2.6.1 Excluded Liabilities. The Purchaser shall not assume any liabilities of the Seller (whether arising prior to, on or after the Closing Date), including, but not limited to: (i) tax liabilities of the Seller; (ii) any liabilities of the Seller relating to indebtedness, accrued liabilities, deferred revenue, legal services, accounting services, financial advisory services, investment banking services or other professional services whether or not performed in connection with the Transactions; (iii) any liabilities relating to any Claim, as defined herein, arising out of or related to acts or omissions by Seller or its members, managers, officers, employees or agents; (iv) any wages, salaries or benefits, or any other liabilities relating to the employment of any current or former employee or agent of the Seller prior to the Closing or (v) any promissory notes to any owners of Seller or others or other liabilities owed to any owners of Seller or others.

2.6.2 Discharge of Indebtedness. As a material post closing condition, the Seller agrees to take all acts necessary to discharge all indebtedness (the “**Debts**”), and remove and terminate any lien or encumbrance resulting therefrom, attached to any of the Assets where such acts include, without limitation, the obtaining statements of accord and satisfaction and termination of security interests through proper UCC filing, where applicable. Without limiting the foregoing, Seller hereby represents and warrants that: (i) the indebtedness listed on Schedule 2.6.2 represents all Debts of Seller; (ii) Seller has entered into binding agreements with each of the creditors (the “**Creditors**”) listed in Schedule 2.6.2 where, upon receipt of the amounts listed adjacent to each Creditor on Schedule 2.6.2, such Creditor has been satisfied in full and has released Seller from any and all debts owed by Seller to such Creditor.

2.4 Sales and Transfer Taxes. Except as otherwise provided in this Agreement, each Party shall bear and pay any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable by such Party in connection with the sale of the Assets to the Purchaser. The Parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any sales or transfer taxes.

2.5 Allocation. The Purchase Price will be allocated among the Assets in the manner prescribed in Schedule 2.8. The allocation prescribed in Schedule 2.8 will be conclusive and binding

upon the Parties for all purposes, and neither Party will file any tax return or other document with, or make any statement or declaration to, any governmental body that is inconsistent with such allocation.

2.6 Ancillary Agreements. At the Effective Date, the Parties will enter into the following additional agreements (the "Ancillary Agreements") to be negotiated in good faith:

2.6.1 Bill of Sale and Assumption Agreement;

2.6.2 Restrictive Covenant Agreements for the Seller.

3. Representations And Warranties Of Seller. Except to the extent disclosed on Schedule 2.6.2, Seller represents and warrants to Purchaser as follows:

3.1 Due Organization. The Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Claims; Contingent Liabilities. The Seller has not received any notice or other communication (in writing or otherwise), and is not otherwise aware of any other information, indicating that any person or business has a Claim, may assert a Claim, or is dissatisfied in any material respect with any aspect of the Assets.

3.3 Title to Assets & Extent of Assets; Condition of Tangible Assets.

3.3.1 Seller has good and valid title to the Assets free and clear of any liens or encumbrances.

3.3.2 There are no developments (recent or otherwise) affecting any of the Assets, directly or indirectly, pending or threatened, which might reasonably detract from the value, title or transferability of the Assets, interfere with the sale and transfer of the Assets, or interfere with the ownership of any of the Assets by Purchaser free and clear of all liens, encumbrances or interests.

3.4 Intellectual Property; Know-How.

3.4.1 All of the Intellectual Property is owned solely by Seller. Seller has exclusive, good and marketable title to and possession of the Intellectual Property and Seller has the right to transfer, convey or assign the full right, title and interest held by the Seller in the Intellectual Property to the Purchaser without consent, waiver or payment to any person whatsoever. The Intellectual Property (or any component thereof) does not include, and is not a derivative work of, any third-party intellectual property rights. Seller has not licensed the Intellectual Property to any Person. To the best of Seller's knowledge there are no intellectual property rights owned or controlled by any third party necessary to make use or sell the Products developed by Seller as of the Effective Date. To the best of Seller's knowledge the Products developed by Seller as of the Effective Date does not infringe the intellectual property rights of any third party.

3.4.2 None of the Intellectual Property is involved in any interference or opposition proceeding, and no such proceeding is being threatened with respect to any of the Intellectual Property. To the best of Seller's knowledge, no other Person has infringed, misused or misappropriated the Intellectual Property and no Person is infringing, misusing or misappropriating the Intellectual Property.

3.4.3 Seller has used commercially reasonable efforts to maintain and protect any trade secrets and confidential information with respect to the Intellectual Property.

3.4.4 To the best of Seller's knowledge, none of the activities of Seller's professional and technical, current and former, employees and agents who are providing or did provide services to Seller in connection with the Intellectual Property and the Know-How is violating any agreement between any such employees or agents and their former employers or principals. No further consents, assignments, waivers or other action is required for such employees' or agents' intellectual property rights (or any related rights) in the Intellectual Property to be assigned to, transferred to, or otherwise fully vested in the Seller.

3.4.5 The Intellectual Property is not owned by or registered in the name of any current or former owner, member, manager, shareholder, partner, director, executive, officer, employee, salesman, agent, customer, representative or contractor, nor does any such person have any interest therein or right thereto, including, but not limited to, the right to royalty payments.

3.5 Compliance with Legal Requirements.

3.5.1 Seller has not received any written notice that Seller is not in compliance with any Legal Requirement relating to the use of the Assets and operation of the Seller's business as currently operated and as operated consistent with past practices. Seller has not received any written notice alleging any failure by Seller to comply with any Legal Requirement relating to the use of the Assets or operation of the Seller's business. Seller's licenses and permits are valid and in full force and effect, and to the extent such licenses or permits are transferrable, none of such licenses or permits will be terminated or impaired or become terminable as a result of the transactions contemplated by this Agreement.

3.6 Legal Claims and Orders.

3.6.1 Seller has not received any written notice of any Claim (i) that relates to the Assets or the Seller's business; (ii) that questions the validity of this Agreement or the right of the Seller to enter into such agreements, or to consummate the transactions contemplated by this Agreement; and (iii) against the Seller, its current or former members, managers, board members or officers (in his or her capacity as member, manager, director, officer or employee of the Seller) that could reasonably have a material effect. There is no Claim or order that, if issued or otherwise put into effect, (A) could reasonably have a material effect, or (B) may have the effect of preventing, delaying, making illegal or otherwise interfering with this Agreement.

3.6.2 There is no order binding upon the Seller or the Seller's members, managers, directors or officers which has or would have the effect of prohibiting or materially impairing any acquisition or transfer of the Assets.

3.6.3 Seller is not aware of any Claims, matter or occurrence that would or reasonably could conflict with the representations and warranties in this Agreement.

3.6.4 The Seller has operated and conducted its business in all material respects in accordance with all applicable laws, regulations, orders and other requirements of all courts and other Governmental Entities having jurisdiction over the Seller or its business. Seller has not received any notice of any violation of any such law, regulation, order or other Legal Requirement, and the Seller is not in default with respect to any order, writ, judgment, award, injunction or decree of any national, state or local court or other Governmental Body applicable to Seller or its business.

3.7 Tax Matters.

3.7.1 Each Tax relating to the Assets or Seller required to have been paid by the Seller has been or will be duly paid in full. Any Tax required to have been withheld or collected by the Seller has been duly withheld and collected; and (to the extent required) each such Tax has been paid to the appropriate Governmental Body.

3.7.2 No Claim relating to the Assets or Seller is pending or has been threatened against or with respect to the Seller in respect of any Tax. There are no unsatisfied liabilities for Taxes relating to the Assets (including liabilities for interest, additions to Tax and penalties thereon and related expenses) with respect to any notice of deficiency or similar document received by the Seller.

3.8 Authority; Binding Nature of Agreement. Seller has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; and the execution, delivery and performance by Seller of this Agreement and payments made directly to certain of Seller's members or principals thereof have been duly authorized by all necessary action on the part of Seller, its board of directors, members or managers, as the case may be, and equity owners. This Agreement constitutes, and, upon execution thereof will constitute, the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Except as may be disclosed in this Agreement, the performance of and compliance with the terms of this Agreement, do not and prior to or upon the Effective Date will not, conflict with or result in the breach of, or the acceleration of, any terms, provisions or conditions of or constitute a default under the Articles of Organization, Bylaws or any shareholder agreement of the Seller or any indenture, mortgage, deed of trust, agreement, lease, franchise, certificate, consent, Contract, permit or other instrument to which the Seller is a party or is bound or any judgment, decree, order, rule or regulation of any court or administrative body by which the Seller is bound or any Legal Requirement.

3.9 Non-Contravention; Consents. The execution and delivery by Seller of this Agreement and the sale and transfer of the Assets by Seller to Purchaser will not: (a) contravene or result in a violation or breach of any Legal Requirement applicable to the Assets or Legal Requirement that may adversely affect Purchaser's ability to use and own clean title to the Assets; (b) result in a breach or acceleration of or default under any transferred contract or other contract; or (c) result in the imposition of any lien or encumbrance upon any of the Assets. Seller is not required to obtain any Consent from any person at or prior to the Effective Date in connection with the execution and delivery of this Agreement or the sale of clean title and transfer of the Assets to Purchaser.

3.10 Bulk Transfer Laws. The transactions contemplated herein comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement, if applicable, and Seller covenants not to liquidate or dissolve at any time during the two (2) year period following Closing. Seller shall be liable for any claims or damages resulting from failure to so comply therewith which damages shall be direct and without limitation and shall not be subject to any limitations and restrictions set forth in this Agreement.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1 Due Organization. Purchaser is a Georgia corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia.

4.2 Compliance with Legal Requirements. Purchaser is in substantial compliance with all

applicable Legal Requirements.

4.3 Legal Claims. There is no pending Claim and, to the Purchaser's knowledge, no Person has threatened to commence any Claim that involves the Purchaser that questions the validity of this Agreement or the right of the Purchaser to enter into any such agreements or to consummate the transactions contemplated by this Agreement.

4.4 Authority; Binding Nature of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and the execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary action on the part of Purchaser and its directors, as the case may be. This Agreement constitutes valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.5 Non-Contravention; Consents. Neither the execution, delivery or performance of this Agreement nor the consummation of any of the transactions contemplated by this Agreement will (a) materially contravene or result in a material violation or breach of any Legal Requirement to which the Purchaser is subject; or (b) to the Purchaser's knowledge, result in a material breach of or default under any transferred contract. Purchaser is not required to obtain any Consent from any person, to authorize the purchase by Purchaser of the Assets or any of the other transactions contemplated by this Agreement.

5. Conditions to the Closing. On the Effective Date, each of the following conditions shall have been satisfied:

5.1 Additional Documents. Each of the Ancillary Agreements, bills of sale, assignments and other instruments as may be reasonably necessary to evidence the transfer of the Assets to Purchaser shall be duly executed.

5.2 Conveyance of the Assets. The Seller shall convey the Assets to the Purchaser, and the Purchaser will have good and valid record and marketable title to the Assets, free and clear of all liens and encumbrances.

5.3 Additional Closing Contingencies. This Agreement and closing of the transactions contemplated by this Agreement, are also contingent upon satisfaction of the following:

5.3.1 purchaser being satisfied with the results of its due diligence investigation;

5.3.2 approval of the subject transactions by the member(s) and manager(s) and any other authority, if applicable, of the Purchaser;

5.3.3 valid assignment of (including the securing of all necessary consents to assign) all of the Contracts.

6. Indemnification, Setoff.

6.1 Indemnification.

6.1.1 Seller will, at all times during the term of this Agreement and thereafter, indemnify, hold harmless, and defend Purchaser, their officers, directors, employees, agents, and affiliates from and against all claims, losses, damages, and/or liability of whatsoever kind or nature, as well as all costs and expenses, including legal expenses and reasonable attorney's fees (collectively "Losses"), which arise following the Effective Date which are the direct result of a material breach by Seller of the provisions of this Agreement. Notwithstanding the above, Seller shall not be liable for those Losses for which Purchaser has an obligation to indemnify Seller, or any Losses caused by the gross negligence or willful misconduct of Purchaser or any of its employees or agents.

6.1.2 Purchaser will, at all times during the term of this Agreement and thereafter, indemnify, hold harmless, and defend Seller, their officers, directors, employees, agents, and affiliates from and against all Losses, which arise following the Effective Date which are the direct result of a material breach by Purchaser of the provisions of this Agreement; any claims or actions alleging personal injury or damage to tangible personal property; and/or any claims or actions alleging infringement of including but not limited to patents, copyrights and trademarks. Notwithstanding the above, Purchaser shall not be liable for those Losses for which Seller has an obligation to indemnify Purchaser, or any Losses caused by the gross negligence or willful misconduct of Seller or any of its employees or agents.

6.2 Set Off. If at any time a Party or any Indemnified Person shall be entitled to be paid any amount under Section 7.1, the Party shall be entitled, if it so elects, to set-off such amount against the then outstanding amounts owed to the other party for any reason.

7. Intellectual Property Matters.

7.1 The filing, prosecution, and maintenance of Intellectual Property will be the responsibility of Purchaser and shall be done in the Purchaser's sole discretion and cost.

7.2 Seller shall, and shall cause their officers, directors, employees, agents, contractors and other personnel to, cooperate fully with Purchaser in the preparation, filing, prosecution, enforcement and maintenance of Intellectual Property. Such cooperation shall include promptly executing all papers and instruments as reasonable and appropriate so as to enable Purchaser to file, prosecute, enforce and maintain, as the case may be, Intellectual Property in any country in the world.

8.7 Seller agrees not to take any action, or assist others in taking action, and shall ensure that its officers and employees take no action, to nullify, re-examine, or otherwise terminate or limit any patent or claim therein related to the Products.

8. Miscellaneous.

8.1 Access of Seller to Books and Records. Purchaser will give Seller and Seller's advisors and representatives reasonable access to all books and records of Seller that are included in the Assets (to the extent such books and records relate to any period prior to the Effective Date) to the extent necessary for Seller to address issues with tax authorities, which information must be kept confidential by Seller and Seller's advisors.

8.2 Governing Law. This Agreement will be construed in accordance with, and governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of law).

8.3 Notices. Any notice or other communication required or permitted to be delivered to either Party under this Agreement must be in writing and will be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address and facsimile telephone number set forth beneath the name of such Party below (or to such other address or facsimile telephone number as such Party shall have specified in a written notice given to the other Party in accordance herewith). Additionally, the notifying Party shall provide email notice to the last known email address for such addressees. Actual notice shall constitute notice under this Section.

if to Purchaser:
Amendia, Inc.
1755 West Oak Parkway
Marietta, GA 30062
Email: Mrozmajzl@amendia.com

if to Seller:

Osteotherapeutics, LLC
1723 Beverly Drive
Charlotte, NC 28207
Email: Msinsheimer@carolina.rr.com

8.4 Assignment. No Party may assign any of its rights or delegate any of its obligations under this Agreement (whether voluntarily, involuntarily, by way of merger or otherwise) to any other Person without the prior written consent of the other Parties, such consent not to be unreasonably withheld, delayed, or conditioned. However, notwithstanding the foregoing restriction, Purchaser may assign all of its rights and obligations under this Agreement and the Ancillary Agreements (whether voluntarily, involuntarily, by way of merger or otherwise) without the consent of Seller. Seller agrees to execute documentation as reasonably requested by Purchaser to implement any such assignment.

8.5 Parties in Interest. Nothing in this Agreement is intended to provide any rights or remedies to any person (including any employee of Seller) other than the Parties.

8.6 Severability. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, will be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

8.7 Entire Agreement. This Agreement, together with any confidentiality agreement entered into by the Parties and that Option Agreement to which this Agreement relates, set forth the entire understanding of the Parties and supersede all other agreements and understandings between the Parties relating to the subject matter hereof and thereof (except as expressly stated otherwise in this Agreement).

8.8 Waiver. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, will operate as a waiver thereof; and no single or partial

exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

8.9 Amendments. This Agreement may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of all Parties.

8.10 Counterparts. This Agreement may be executed in several counterparts (including signature by facsimile or PDF), each of which will constitute an original and all of which, when taken together, will constitute one agreement.

8.11 Further Assurances. From time to time after the Effective Date, Seller will, at the request of Purchaser and without further consideration, execute and deliver to Purchaser such other documents (including, but not limited to, bill of sale, domain name transfer agreement, patent and trademark assignments for submission to the U.S. Patent & Trademark Office, etc.), and take such other action as Purchaser may reasonably request in order to consummate more effectively the transactions contemplated by this Agreement and to vest in Purchaser good, valid and marketable title to the Assets or right to use the Assets as contemplated herein. Furthermore, upon Termination, Purchaser will, at the request of Seller and without further consideration, execute and deliver to Seller such other documents (including, but not limited to, bill of sale, domain name transfer agreement, patent and trademark assignments for submission to the U.S. Patent & Trademark Office, releases of liens, security interests, etc.), and take such other action as Seller may reasonably request in order to consummate more effectively the transactions contemplated including, but not limited to, the automatic transfer of Assets to Seller and recordation of good title.

8.12 Survival. The expiration, cancellation or termination of this Agreement shall not affect any rights that accrue prior to such expiration, cancellation or termination, and the terms, conditions and warranties of this Agreement that by their sense and context are intended to survive the termination, expiration, cancellation, performance or completion of this Agreement shall so survive.

8.13 Arbitration. The Parties will attempt in good faith to resolve any issue, dispute, or controversy arising out of or relating to this Agreement. If any controversy or claim arising out of, or in any way related to, this Agreement is not resolved in a reasonable manner, at the request of any Party, the matter will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a panel of three (3) arbitrators, one of whom shall be chosen by Seller, one of whom shall be chosen by Purchaser and one of whom shall be chosen by the other two arbitrators chosen pursuant to this Section, each of whom shall have experience in intellectual property law and transactions relating to medical devices. The arbitration will take place in a location mutually agreed on by the parties. The arbitration award will be valid and binding upon the Parties, and judgment thereon may be entered and enforced as a final judgment in any court of competent jurisdiction.

8.14 Expenses Associated with Transaction. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated by this Agreement (except as otherwise provided herein).

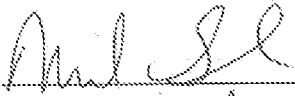
8.15 Attorney's Fees, Costs & Expenses. If any legal action or arbitration proceeding is commenced in connection with the enforcement of this Agreement or any instrument or agreement required or referenced under this Agreement, the prevailing party shall be entitled to attorneys' fees, costs and expenses reasonably incurred in connection with such action or proceeding, as determined by the court or arbitrator. The court or arbitrator shall have the authority to apportion the attorney's fees, costs and expenses as deemed appropriate by the court or arbitrator.

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The Parties have caused this Agreement to be executed as of the Closing Date.

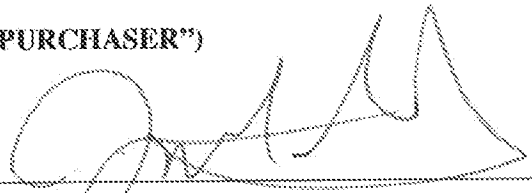
Osteotherapeutics, LLC

("SELLER")

By: 
Name: Michael Schneider
Title: CEO

AMENDIA, INC.

("PURCHASER")


By: Jeff Smith
Its: CEO

Schedule 2.1.1
Intellectual Property

Trademarks:

OSTEOLINK.
OSTEOGRO. .
OSTEOTAC.

Patents:

See attached.

Patents (Schedule 2.1.1 Attachment)

MHKKG PATENT FILE NUMBER and SERIAL NUMBER	TITLE/SHORT DESCRIPTION
<p>6247-00200</p> <p>(U.S. Serial No. 09/351,912)</p> <p>(Issued as U.S. Patent No. 6,379,453 on April 30, 2002)</p>	<p>PROCESS FOR PRODUCING FAST-SETTING BIORESORBABLE CALCIUM PHOSPHATE CEMENT (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, and Chien-Ping Ju</p>
<p>6247-00201</p> <p>(U.S. Serial No. 09/615,384)</p>	<p>PROCESS FOR PRODUCING FAST-SETTING BIORESORBABLE CALCIUM PHOSPHATE CEMENT (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00202</p> <p>(U.S. Serial No. 10/328,019)</p> <p>(Published as US- 2003-0121450)</p> <p>(Issued as U.S. Patent No. 6,840,995 on January 11, 2005)</p>	<p>PROCESS FOR PRODUCING FAST-SETTING BIORESORBABLE CALCIUM PHOSPHATE CEMENTS (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00203</p> <p>(U.S. Serial No. 10/414,582)</p> <p>(Published as US-2004-0031420 on February 19, 2004)</p> <p>(Issued as U.S. Patent No. 7,094,282 on August 22, 2006)</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00204</p> <p>(U.S. Serial No. 10/607,023)</p> <p>(Published as US-2004-003757)</p> <p>(Issued as U.S. Patent No. 6,960,249 on November 1, 2005)</p>	<p>TETRACALCIUM PHOSPHATE (TTCP) HAVING CALCIUM PHOSPHATE WHISKER ON SURFACE (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>

<p>6247-00205</p> <p>(U.S. Serial No. 10/773,701)</p> <p>(Issued as U.S. Patent No. 7,169,373 on January 30, 2007)</p>	<p>TETRACALCIUM PHOSPHATE (TTC) HAVING CALCIUM PHOSPHATE WHISKER ON SURFACED AND PROCESS FOR PREPARING THE SAME (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00206</p> <p>PCT Appl. No. PCT/US04/11637</p> <p>(Published as WO 2004/094335 on November 4, 2004)</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00207</p> <p>(U.S. Serial No. 10/944,278)</p> <p>(Issued as U.S. Patent No. 7,066,999 on June 27, 2006)</p>	<p>PROCESS FOR PRODUCING FAST-SETTING BIORESORBABLE CALCIUM PHOSPHATE CEMENTS (ING)</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00208</p> <p>(U.S. Serial No. 10/940,922)</p> <p>(Published as US-2005-0069479 on March 31, 2005)</p> <p>(Issued as U.S. Patent No. 7,270,705 on September 18, 2007)</p>	<p>METHOD OF INCREASING WORKING TIME OF TETRACALCIUM PHOSPHATE CEMENT PASTE</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00210</p> <p>CN Appl. No. 1119981-4</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00211</p> <p>EP Appl. No. 1117041.2</p> <p>(Published as 1172076 on January 16, 2002)</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00212</p> <p>JP Appl. No. 2000-319981</p> <p>(Issued as JP Patent No. 3,574,396 July 9, 2004)</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>

<p>6247-00213</p> <p>TW Appl. No. 90116-182</p> <p>TW Patent No. I291352</p>	<p>CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00214</p> <p>PCT Appl. No. PCT/US05/04025</p> <p>(Published as WO 2005/077320 August 25, 2005)</p>	<p>METHOD OF INCREASING WORKING TIME OF TETRACALCIUM PHOSPHATE CEMENT PASTE (combined spec and claims of 00205 and 00208)</p> <p>Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00215</p> <p>(U.S. Serial No. 11/129,063)</p> <p>(U.S. Patent No. 7,214,265)</p> <p>(Published as US-2005-0271741 on December 8, 2005)</p> <p>(Issued as U.S. Patent No. 7,214,265 on May 8, 2007)</p>	<p>INJECTABLE CALCIUM PHOSPHATE CEMENTS AND THE PREPARATION AND USE THEREOF</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00216</p> <p>(U.S. Serial No. 11/129,029)</p> <p>(Published as US-2005-0271740 on December 8, 2005)</p> <p>(Issued as U.S. Patent No. 7,976,874 on July 12, 2011)</p>	<p>INJECTABLE CALCIUM PHOSPHATE CEMENTS AND THE PREPARATION AND USE HEREOF</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00217</p> <p>(U.S. Serial No. 11/129,066)</p> <p>(Published as US-2005-0271742 on December 8, 2005)</p>	<p>INJECTABLE CALCIUM PHOSPHATE CEMENTS AND THE PREPARATION AND USE THEREOF</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00218</p> <p>(U.S. Serial No. 11/129,227)</p>	<p>INJECTABLE CALCIUM PHOSPHATE CEMENTS AND THE PREPARATION AND USE THEREOF</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>

<p>(Published as US-2005-0268819 on December 8, 2005)</p> <p>(Issued as U.S. Patent No. 7,258,734 on August 21, 2007)</p>	
<p>6247-00219</p> <p>(U.S. Serial No. 11/131,892)</p> <p>(Issued as U.S. Patent No. 7,160,381 on January 9, 2007)</p>	<p>TETRACALCIUM PHOSPHATE (TTCP) WITH SURFACE WHISKERS AND METHOD OF MAKING</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00220</p> <p>(U.S. Serial No. 11/131,891)</p> <p>(Published as US-2005-0268820 on December 8, 2005)</p>	<p>TETRACALCIUM PHOSPHATE (TTCP) WITH SURFACE WHISKERS AND METHOD OF MAKING SAME</p> <p>(Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00221</p> <p>(U.S. Serial No. 11/132,167)</p> <p>(Issued as U.S. Patent No. 7,156,915 on January 2, 2007)</p>	<p>TETRACALCIUM PHOSPHATE (TTCP) WITH SURFACE WHISKERS AND METHOD OF MAKING SAME</p> <p>Inventor(s): Jjin-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, and I-Chang Wang</p>
<p>6247-00222</p> <p>(U.S. Serial No. 11/133,166)</p> <p>(Issued as U.S. Patent No. 7,160,382 on January 9, 2007)</p>	<p>CALCIUM PHOSPHATE CEMENTS MADE FROM TTCP WITH SURFACE WHISKERS AND PROCESS FOR PREPARING SAME</p>
<p>6247-00223</p> <p>(U.S. Serial No. 11/133,165)</p> <p>(Published as US-2005-0274286 on December 15, 2005)</p> <p>(Issued as U.S. Patent No. 7,204,876 on April 17, 2007)</p>	<p>CALCIUM PHOSPHATE CEMENTS MADE FROM TTCP WITH SURFACE WHISKERS AND PROCESS FOR PREPARING SAME</p>

<p>6247-00224</p> <p>(U.S. Serial No. 11/133,152)</p> <p>(Issued as U.S. Patent No. 7,182,928 on February 27, 2007)</p>	<p>CALCIUM PHOSPHATE CEMENTS MADE FROM TTCP WITH SURFACE WHISKERS AND PROCESS FOR PREPARING SAME</p>
<p>6247-00225</p> <p>(U.S. Serial No. 11/137,112)</p> <p>(Published as US-2005-0274288 on December 15, 2005)</p> <p>(Issued as U.S. Patent No. 7,186,294 on March 6, 2007)</p>	<p>PROCESS FOR AFFECTING THE SETTING AND WORKING TIME OF BIORESORBABLE CALCIUM PHOSPHATE CEMENTS</p>
<p>6247-00226</p> <p>(U.S. Serial No. 11/137,695)</p> <p>(Issued as U.S. Patent No. 7,201,797 on April 10, 2007)</p>	<p>PROCESS FOR AFFECTING THE SETTING AND WORKING TIME OF BIORESORBABLE CALCIUM PHOSPHATE CEMENTS</p>
<p>6247-00227</p> <p>(U.S. Serial No. 11/137,113)</p> <p>(Published US-2005-0279256 on December 22, 2005)</p> <p>(Issued as U.S. Patent No. 7,279,038 on October 9, 2007)</p>	<p>PROCESS FOR AFFECTING THE SETTING AND WORKING TIME OF BIORESORBABLE CALCIUM PHOSPHATE CEMENTS</p>
<p>6247-00228</p> <p>(U.S. Serial No. 11/176,964)</p> <p>(Published as US-2006-0011100 on January 19, 2006)</p>	<p>PROCESS FOR AFFECTING THE SETTING AND WORKING TIME OF BIORESORBABLE CALCIUM PHOSPHATE CEMENTS</p> <p>Inventor(s): Jinn-Huey Chern Lin, Chien-Ping Ju, and Wen-Cheng Chen</p>
<p>6247-00229</p>	<p>PROCESS FOR AFFECTING THE SETTING AND WORKING TIME OF BIORESORBABLE CALCIUM PHOSPHATE CEMENTS</p>

(U.S. Serial No. 11/176,963) (Published as US-2006-0011099 on January 19, 2006) (Issued as U.S. Patent No. 7,258,735 on August 21, 2007)	
6247-00230 (AU Appl. No. 2004232948)	CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00231 (CA Appl. No. 2,520,367)	CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00232 (EP Appl. No. 04750157.2) (Published as EP 1613563 January 11, 2006)	CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00233 (JP Appl. No. 2006-510072)	CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00234 (KR Appl. No. 7019799)	CALCIUM PHOSPHATE CEMENT, USE AND PREPARATION THEREOF (INJ) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00235 (EP Appl. No. 05713163.3) (Published as 1711455 on October 18, 2006)	METHOD OF INCREASING WORKING TIME OF TETRACALCIUM PHOSPHATE CEMENT PASTE (combined spec and claims of 00205 and 00208) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00236 (CA Appl. No. 2,555,240)	METHOD OF INCREASING WORKING TIME OF TETRACALCIUM PHOSPHATE CEMENT PASTE (combined spec and claims of 00205 and 00208) Inventors: Jinn-Huey Chern Lin, Chien-Ping Ju, Wen-Cheng Chen, Kuan-Liang Lin, I-Chang Wang
6247-00300 (U.S. Serial No. 09/941,576) (Published as US-2003-0078317)	PROCESS FOR PREPARING A PASTE FROM CALCIUM PHOSPHATE CEMENT

<p>(Issued as U.S. Patent No. 6,616,742 on September 9, 2003)</p>	
<p>6247-00301 (CN Appl. No. 02142172.2)</p>	<p>PROCESS FOR PREPARING A PASTE FROM CALCIUM PHOSPHATE CEMENT (INJ) Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, I-Chang Wang, Kuan-Liang Lin</p>
<p>6247-00302 (TW Appl. No. 091119298) (Issued as TW Patent Certificate No. NI-196506 on February 11, 2004)</p>	<p>PROCESS FOR PREPARING A PASTE FROM CALCIUM PHOSPHATE CEMENT (INJ) Inventors: Jjin-Huey Chern Lin, Chien-Ping Ju, I-Chang Wang, Kuan-Liang Lin</p>
<p>6247-00400 (U.S. Serial No. 10/179,879) (Issued as U.S. Patent No. 6,648,960 on November 18, 2003.)</p>	<p>METHOD OF SHORTENING A WORKING AND SETTING TIME OF A CALCIUM PHOSPHATE CEMENT (CPC) PASTE</p>
<p>6247-00500 (U.S. Serial No. 10/633,511) (Issued as U.S. Patent No. 7,118,705 on October 10, 2006)</p>	<p>METHOD FOR MAKING A MOLDED CALCIUM PHOSPHATE ARTICLE</p>
<p>6247-00600 (U.S. Serial No. 10/780,728) (Issued as U.S. Patent No. 7,163,651 on January 16, 2007)</p>	<p>METHOD FOR MAKING A POROUS CALCIUM PHOSPHATE ARTICLE</p>
<p>6247-00601 (U.S. Serial No. 11/071,767) (Issued as U.S. Patent No. 7,119,038 on October 10, 2006)</p>	<p>METHOD FOR MAKING A POROUS CALCIUM PHOSPHATE ARTICLE</p>

6247-00602 (U.S. Serial No. 11/071,802) (Published as US-2005-0186449 on August 25, 2005)	METHOD FOR MAKING A POROUS CALCIUM PHOSPHATE ARTICLE Inventor(s): Jim-Huey Chern Lin, Chien-Ping Ju, Yin-Chun Tien, Chih-Hung Tsai, Chao-Chin Ning, and Chang-Po Chao
6247-00603 (U.S. Serial No. 11/071,803) (Issued as U.S. Patent No. 7,097,793 on August 29, 2006)	METHOD FOR MAKING A POROUS CALCIUM PHOSPHATE ARTICLE
6247-00604 (U.S. Serial No. 11/071,631) (Issued as U.S. Patent No. 7,083,750 on August 1, 2006)	METHOD FOR MAKING A POROUS CALCIUM PHOSPHATE ARTICLE
6247-00800 (U.S. Serial No. 60/518,475)	SPINAL FUSION PROCEDURE USING INJECTABLE BONE SUBSTITUTE Inventor(s): Ruey-Mo Lin, Jim-Huey Chern, and Chien-Ping Ju
6247-00801 (U.S. Serial No. 10/982,660) (Published as US-2005-0101964 on May 12, 2005)	SPINAL FUSION PROCEDURE USING AN INJECTABLE BONE SUBSTITUTE Inventor(s): Ruey-Mo Lin, Jim-Huey Chern, and Chien-Ping Ju
6247-00802 PCT Appl. No. PCT/US04/36951 (Published as WO 2005/046440 May 26, 2005)	SPINAL FUSION PROCEDURE USING AN INJECTABLE BONE SUBSTITUTE Inventor(s): Ruey-Mo Lin, Jim-Huey Chern, and Chien-Ping Ju
6247-00803 (CA Appl. No. 2,545,185)	SPINAL FUSION PROCEDURE USING AN INJECTABLE BONE SUBSTITUTE Inventors: Ruey-Mo Lin, Jim-Huey Chern Lin, Chien-Ping Ju
6247-00804 (EP Appl. No. 04810414.5) (Published as 1686934 August 9, 2006)	SPINAL FUSION PROCEDURE USING AN INJECTABLE BONE SUBSTITUTE Inventors: Ruey-Mo Lin, Jim-Huey Chern Lin, Chien-Ping Ju

6247-00900 (U.S. Serial No. 10/145,901) (Published as US-2003-021677 on November 11, 2003.	METHOD OF ENHANCING HEALING OF INTERFACIAL GAP BETWEEN BONE AND TENDON OR LIGAMENT Inventor(s): Yin-Chun Tien, Jinn-Huey Chern Lin, and Chien-Ping Ju
6247-01600 (U.S. Serial No. 60/721,298)	SURFACE TREATMENTS FOR CALCIUM PHOSPHATE-BASED IMPLANTS Inventor(s): Hai B. Wen, Jinn-Huey C. Lin, Chien-Ping Ju, and Chih-Hung Tsai
6247-01601 (U.S. Serial No. 11/529,745) (Published as US-2007-0213832 on September 13, 2007)	SURFACE TREATMENTS FOR CALCIUM PHOSPHATE-BASED IMPLANTS Inventor(s): Hai Bo Wen
6247-01602 (PCT Appl. No. PCT/US06/37587)	SURFACE TREATMENTS FOR CALCIUM PHOSPHATE-BASED IMPLANTS Inventor: Hai Bo Wen, Jinn-Huey Chern Lin, Chien-Ping Ju and Chih-Huang Tsai
6247-01700 (U.S. Serial No. 60/721,299)	HARDENED CALCIUM PHOSPHATE CEMENT BONE IMPLANTS Inventor(s): Yves Arramon, Jinn-Huey Chern Lin, Chien-Ping Ju, and Chih-Hung Tsai
6247-01701 (U.S. Serial No. 11/529,565) (Published as US-2007-0213827 on September 13, 2007)	HARDENED CALCIUM PHOSPHATE CEMENT BONE IMPLANTS Inventor: Yves P. Arramon
6247-01702 PCT Appl. No. PCT/US06/37585 (Published as WO 2007/038559 on April 5, 2007)	HARDENED CALCIUM PHOSPHATE CEMENT BONE IMPLANTS Inventors: Yves P. Arramon
6247-01800 (U.S. Serial No. 60/815,511)	INJECTABLE CALCIUM PHOSPHATE CEMENTS FORMULATED WITH BIOACTIVE AGENTS AND METHODS FOR MAKING SAME Inventors: Shuliang Li and Hugo Pedrozo
6247-01801 (U.S. Serial No. 61/032,357)	(OSTEOFIX – PUTTY) INJECTABLE CALCIUM PHOSPHATE CEMENTS FORMULATED WITH BIOACTIVE AGENTS AND METHODS FOR MAKING SAME Inventors: Shuliang Li and Hugo Pedrozo

6247-01802 PCT (International Appl. No. PCT/US09/35729)	(OSTEOFIX – PUTTY) INJECTABLE CALCIUM PHOSPHATE CEMENTS FORMULATED WITH BIOACTIVE AGENTS AND METHODS FOR MAKING SAME Inventors: Shuliang Li and Hugo Pedrozo
6247-01900 (U.S. Serial No. 60/815,510)	METHOD AND APPARATUS FOR IMPREGNATING POROUS BIOMATERIALS WITH BIOACTIVE AGENTS Inventors: Mark Shuster, Hugo Pedrozo and Kevin Brand
6247-01901 (U.S. Serial No. 61/032,360)	METHOD AND APPARATUS FOR IMPREGNATING POROUS BIOMATERIALS WITH BIOACTIVE AGENTS Inventors: Mark Shuster, Hugo Pedrozo and Kevin Brand
6247-01902 PCT (International Appl. No. PCT/US09/35731)	METHOD AND APPARATUS FOR IMPREGNATING POROUS BIOMATERIALS WITH BIOACTIVE AGENTS Inventors: Mark Shuster, Hugo Pedrozo and Kevin Brand
6247-02300 (U.S. Serial No. 60/942,535)	(OSTEOFIX – PUTTY) INJECTABLE BONE CEMENTS FOR USE AS GROWTH FACTOR CARRIERS AND METHODS OF MAKING SAME
6247-02301 (International Application No. PCT/US2008/66362)	BONE CEMENT COMPOSITIONS FOR USE AS GROWN FACTOR CARRIERS AND METHODS OF MAKING SAME
6247-02400 (U.S. Serial No. 60/991,970)	BONE INDUCTION SYSTEM AND METHODS Inventor: Hugo Pedrozo
6247-02401 (U.S. Serial No. 12/338,659, filed December 18, 2008) (Published June 24, 2010, Publication No. US 2010-0159022 A1)	BONE INDUCTION SYSTEM AND METHODS Inventor: Hugo Pedrozo

Schedule 2.1.2
Contracts

Schedule 2.1.3
Regulatory Rights

K 070220 OsteoFix Bone Void Filler

Schedule 2.6.2
Indebtedness

Creditor:	Amount:	Description:
Silicon Valley Bank	\$150,000.00	UCC lien release of assets
Hansen Yuan:	\$ 2,793.84	Loan repayment
MedTech Catalyst, LLC:	\$ 4,706.35	Loan repayment
Meyertons, Hood, Kivlin,	\$ 3,480.24	Legal services rendered
Kowert& Goetzel (IP firm):	\$ 19,130.00	Redemption of member
Andrew Kromer; CPA:	\$ 3,820.00	Accounting services rendered
CA Franchise Board:	\$ 800.00	Government fees due
Tax Preparation:	\$ 2,500.00	Estimated expenses
Brooke Campbell:	\$ 40,000.00	Redemption of member
Total:	\$227,230.43	