

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
Sapphire Medical, Inc.		04/17/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	C2M Medical, Inc.		
Street Address:	3463 Magic Drive		
Internal Address:	Suite 320		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78229		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78783381	CINCH	
CORRESPONDENCE DATA			
Fax Number:	(781)290-4840		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781-290-0060		
Email:	mail@pandisciolaw.com		
Correspondent Name:	Mark J. Pandiscio		
Address Line 1:	470 Totten Pond Road		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	C2M-6008-00500		
NAME OF SUBMITTER:	Mark J. Pandiscio		
Signature:	/Mark J. Pandiscio/		
Date:	07/17/2007		

OP \$40.00 78783381

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is effective as of the Closing Date (as hereinafter defined) by and between Sapphire Medical, Inc., a Delaware corporation ("Assignor") and C2M Medical, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "APA"), dated as of April 17, 2007, pursuant to which Assignor shall transfer to Assignee the intellectual property described in Schedule 5(a)(vii)(A) the APA (the "Intangibles");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, the Intangibles, pursuant to the terms and conditions provided in this Assignment;

NOW, THEREFORE, in consideration of the parties' mutual covenants and agreements set forth herein and in the APA, and for other good, valuable and adequate consideration received, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers, grants, sets over, and relinquishes to Assignee and its successors and assigns any and all of Assignor's rights, title, and interest in, to, and under the Intangibles, which Intangibles shall include, but is not limited to, the intellectual property set forth in Schedules A and B attached hereto, as well as the right to sue for all causes of action, rights, and remedies arising under any of the foregoing (all of the preceding collectively referred to as the "Assigned Rights").
2. Patent and Trademark Office Authorization. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents, trademarks, copyrights or any legal equivalent thereof to issue any and all patents, trademarks, copyrights (or their legal equivalents) on the Assigned Rights or any applications described in this Assignment to Assignee and its successors and assigns, in accordance with this Assignment. Assignor further grants and transfers unto Assignee power to cause Assignee's name to be substituted for Assignor's name as applicant for registrations on the Assigned Rights, when Assignee reasonably determines it is necessary or required and at Assignee's expense, so that applications for registrations on any Assigned Rights may proceed in the name of Assignee.
3. Registration and Enforcement. In furtherance of this Assignment, Assignor hereby acknowledges that, from the Closing Date forward, Assignee has succeeded to all of Assignor's rights, title, interest, and standing (i) to institute and prosecute all suits and proceedings or take any actions that may be necessary or proper to collect, assert, or enforce any claim, right, title, or cause of action of any kind under any and all of the Assigned Rights, whether arising before or after the Closing Date, (ii) to defend and compromise any and all such actions, suits, or proceedings relating to the Assigned Rights, and (iii) to exploit the Assigned Rights as one sees fit.
4. No Modification to APA. This Assignment is delivered in connection with the APA and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the APA.

5. Further Assurances. Assignor shall (i) at Assignee's request, provide Assignee with all known, pertinent facts and documents, including, but not limited to, prosecution histories and files, under such Assignor's custody, possession, or control relating to the Assigned Rights, and (ii) execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to implement or perfect this Assignment or to apply for, obtain, prosecute, and maintain registrations of the Assigned Rights.
6. Binding Effect. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of each party and its successors and assigns.
7. Amendments. This Assignment may be amended only by a writing executed by all of the parties hereto.
8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.
9. Schedules. The Schedules attached to this Assignment are incorporated herein and shall be part of this Assignment for all purposes.

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

SAPPHIRE MEDICAL, INC. (ASSIGNOR)

C2M MEDICAL, INC. (ASSIGNEE)

By: _____

By: 

Name:

Name: John E. Runnells

Title:

Title: Vice President

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On this _____ day of _____, there appeared before me
_____, personally known to me, who acknowledged that
she signed the foregoing Assignment as her voluntary act and deed on behalf and with full
authority of Sapphire Medical, Inc.

Notary Public

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

SAPPHIRE MEDICAL, INC. (ASSIGNOR)

C2M MEDICAL, INC. (ASSIGNEE)

By: Gary S. Fanton

By: _____

Name: GARY S. FANTON

Name: _____

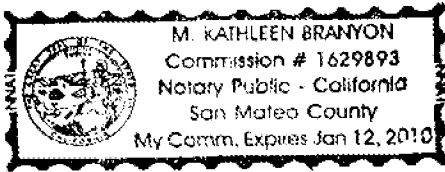
Title: CHAIRMAN

Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN MATEO)

On this 20 day of May 2007, there appeared before me M. Kathleen Branyon, N.P.
Gary S. Fanton personally known to me, who acknowledged that
he signed the foregoing Assignment as his voluntary act and deed on behalf and with full
authority of Sapphire Medical, Inc.

M. Kathleen Branyon
Notary Public



[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Patent Schedule

Country	Patent Application Serial No.	Publication No.	Application Filing Date mmddyyyy	Product
U.S. Provisional	60/562,778		04-15-2004	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE" (expired)
U.S.	11/107,372	U.S.-2006-0282083	04-15-2005	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
U.S. Int'l	PCT/US05/13172	WO 2005-102190	04-18-2005	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
U.S.	11/325,619	U.S.-2006-0282081	01-04-2006	"APPARATUS AND METHOD FOR SECURING TISSUE TO BONE WITH A SUTURE"
U.S.	11/337,939	U.S.-2006-0282082	01-13-2006	APPARATUS AND METHOD FOR SECURING TISSUE TO BONE WITH A SUTURE"
U.S.	11/337,933	U.S.-2006-0282082	01-23-2006	"APPARATUS AND METHOD FOR SECURING TISSUE TO BONE WITH A SUTURE"
European (EP)	05736765.8	EP-1740103	10-24-2006	APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
Canadian (CA)	2,563,910		04-18-2006	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
Australian (AU)	2005235305		10-13-2006	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
Japanese (JP)	2007-508629		10-13-2006	"APPARATUS AND METHODS FOR SECURING TISSUE TO BONE"
U.S. Int'l	PCT/US07/060098		01-04-2007	"APPARATUS AND METHOD FOR SECURING TISSUE TO BONE WITH A SUTURE"
U.S.	11/325,252		01-04-2006	"RING CINCH ASSEMBLY TO ATTACH BONE TO TENDON"
U.S. Int'l	PCT/US07/060099		01-04-2007	"RING CINCH ASSEMBLY TO ATTACH BONE TO TISSUE"
U.S.	11/337,934		01-23-2006	"RING CINCH ASSEMBLY TO ATTACH BONE TO TENDON"
U.S.	11/337,819		01-23-2006	"RING CINCH ASSEMBLY TO ATTACH BONE TO TENDON"
U.S.	11/337,966		01-23-2006	"RING CINCH ASSEMBLY TO ATTACH BONE TO TENDON"
U.S. Provisional	60/784,679		03-22-2006	"BONE ANCHOR SYSTEMS AND METHODS FOR THE USE THEREOF" (expired)
U.S.	11/726,736		03-22-2007	"BONE ANCHOR INSTALLER AND METHOD OF USE"
U.S. Int'l	PCT/US07/64681		03-22-2007	"BONE ANCHOR INSTALLER AND METHOD OF USE"
U.S.	11/726,724		03-22-2007	"SUTURE PASSER DEVICES AND USES THEREOF"
U.S. Int'l	PCT/US07/64684		03-22-2007	"SUTURE PASSER DEVICES AND USES THEREOF"
U.S. Provisional	60/905,216		03-05-2007	"TACK ANCHOR SYSTEMS, BONE ANCHOR SYSTEMS, AND METHODS OF USE"
U.S. Provisional	Under preparation			"TACK BONE ANCHOR SYSTEMS AND METHODS OF USE"

Schedule B

Trademark Schedule

United States

CINCH (Serial Number 78/783,381 filed on December 31, 2005)