

## 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																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 2147401499</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 214.740.1474</p> <p>Email: danicam@bellnunnally.com</p> <p>Correspondent Name: Danica L. Mathes</p> <p>Address Line 1: 3232 McKinney Avenue, Suite 1400</p> <p>Address Line 4: Dallas, TEXAS 75204</p>																											
ATTORNEY DOCKET NUMBER:	9293.1																										
NAME OF SUBMITTER:	Danica L. Mathes																										

Signature:	/Danica L. Mathes/
Date:	01/13/2014
Total Attachments: 4 source=DOC003#page1.tif source=DOC003#page2.tif source=DOC003#page3.tif source=DOC003#page4.tif	

## ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE (this "*Bill of Sale*") dated as of January 8, 2014 is made by the bankruptcy estate of Artimplant AB, c/o Advokatfirman Lindahl KB, Box 11911, 404 39 Gothenberg Sweden ("*Seller*"), for the benefit of International Life Sciences, LLC, a Delaware limited liability company ("*Buyer*").

### RECITALS

A. Artimplant AB has, in its business (within biomaterials), focused on solutions for orthopedics and podiatry under the Artelon product line. Artimplant AB has developed durable treatments for damaged and diseased tissues with degradable implants and sutures using such product line (the "*Business*"); and

B. Through the Asset Transfer Agreement dated December 23, 2013, by and between Seller and Buyer (the "*Asset Transfer Agreement*"), Buyer has purchased and acquired all title and risk ("*Rights*") of Seller to all assets included in the Asset Transfer Agreement, including, all Rights of Seller to: (i) all materials, assets and property listed in Appendices 1-4, attached hereto and (ii) all domain names registered by Seller for use in the Business (the "*Domain Names*"); and (iii) all trademarks identified in Appendices 1-4 (the "*Trademarks*") (collectively, the "*Property*");

NOW, THEREFORE, in furtherance of the Asset Transfer Agreement, the parties confirm as follows:

1. **Purchase and Sale of Property.** On the terms and subject to the conditions set forth in this Bill of Sale, Seller does hereby confirm the sale, transfer and assignment to Buyer all of the Property to have and hold the same for its own use and benefit forever, including, without limitation thereto, all Rights of Seller in and to:

(a) the Patents, including patent applications and inventions identified therein; and in and to all patents to be obtained by said applications or by any continuations, continuations-in-part, divisions, renewals, or substitutes thereof filed after the date of this Bill of Sale; and as to any reissue or re-examination of such Patents; for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Patents;

(b) the Domain Names;

(c) the Trademarks; including all intent to use applications that are being acquired along with the business associated therewith, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and any and all claims and demands Seller may have either at law or in equity arising out of any past infringements. Seller does hereby expressly agree that Buyer may, at its expense, singly, undertake procedures to record the transfer of the Trademarks to Buyer in the United States Patent and Trademark Office or other applicable foreign or domestic agency or governmental entity and

(d) all graphics, designs, files, documentation, drawings, and other representations of the Property in both physical and electronic form of all items of Property in the possession of Seller,

which shall be delivered to Buyer without delay upon execution of this Bill of Sale. Seller may not keep any copies of the Property that are not necessary for the handling of the bankruptcy.

2. **Future Documents.** Seller covenants and agrees with Buyer that Seller, and its successors and assigns, shall, at Buyer's sole cost, expense and risk of loss, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required more effectively to convey, transfer to and vest in Buyer or its successors and assigns title to the Property, or otherwise carry out the purposes of this Bill of Sale, including obtaining any required consents of third parties or foreign or domestic governmental authorities and delivery and endorsement of original certificates of title with respect to any of the Property, and to use its reasonable efforts to obtain such consents and to take such other action as may be reasonably necessary to assure to Buyer, its successors and assigns all rights and benefits thereof.

Seller does hereby expressly agree that Buyer may, at its expense, singly, undertake registration measures related to the Property.

3. **As-Is Sale.** The Property is being sold "AS IS, WHERE IS and WITH ALL FAULTS", and without any express or implied representation or warranty of any nature except those expressly set forth in the Asset Transfer Agreement. Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, except for the express representations and warranties of Seller set forth in the Asset Transfer Agreement.

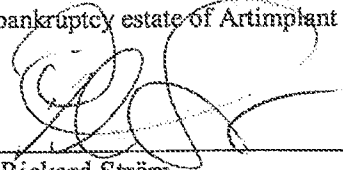
4. **Asset Transfer Agreement.** **THIS BILL OF SALE IS ENTERED PURSUANT TO AND IS SUBJECT TO ALL OF THE TERMS, PROVISIONS AND LIMITATIONS SET FORTH IN THE ASSET TRANSFER AGREEMENT.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

**SELLER**


The bankruptcy estate of Artimplant AB

By:   
Rickard Ström  
Officer Receiver

*ACCEPTED BY:*


**BUYER**

International Life Sciences, LLC

By:   
Adam Barese  
Chief Executive Officer

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ARTELON	10	USA	2634246	2001-12-18	2004-04-20	Registered	2014-04-20
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ARTIMPLANT	10	USA	2718289	1987-08-12	2003-05-27	Registered	2023-05-27
	05,10	USA	2688768	2001-12-19	2003-02-18	Registered	2023-02-18

TRADEMARK

REEL: 005191 FRAME: 0706

RECORDED: 01/13/2014