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Docket No.: 809.11701

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- 1) Scott A. JONES
- 2) Michael BARRUS
- 3) Andy ROCK

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 1) 11/1/06; 2) 11/1/06; 3) 11/15/06

2. Name and address of receiving party(ies):

Name: K2M, Inc.

Address: 751 Muller Drive, S.E. Suite F-1

City: Leesburg State/Prov.: VA

Country: US ZIP: 20175

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

11/526,880

September 26, 2006

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Perry E. Van Over

Registration No. 42,197

Address: Perry E. Van Over & Associates PLLC

P.O. Box 399

City: Fairfax

State/Prov.: VA

Country: US

ZIP: 22038-0399

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

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PATENT

REEL: 018694 FRAME: 0355

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) **Michael BARRUS**; (2) **Scott A. JONES**; (3) **Kevin R. STRAUSS**, hereby sell and assign to **K2M, Inc.** a corporation formed under the laws of Delaware, whose mailing address is 751 Miller Drive, S.E., Suite F-1, Leesburg, VA 20175 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **DUAL ACTION ROD REDUCING AND LOCKING DEVICE AND METHOD** for which application(s) for patent in the United States of America has a filing date or a 371(c) date of September 26, 2006 (also known as United States Application No. 11/526,880, Attorney Docket No. 809.66117), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioner, Perry E. Van Over, Reg. No. 42,197 the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 11-1-06

Signature of Inventor: \_\_\_\_\_

  
Scott A. JONES

Date: \_\_\_\_\_

Signature of Inventor: \_\_\_\_\_

Michael BARRUS

Date: \_\_\_\_\_

Signature of Inventor: \_\_\_\_\_

Andy ROCK

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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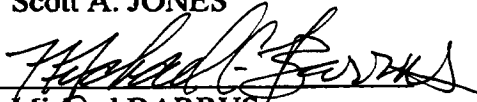
IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: \_\_\_\_\_

Signature of Inventor: \_\_\_\_\_

Scott A. JONES

Date: 11/1/06

Signature of Inventor: 

Michael BARRUS

Date: 11/15/06

Signature of Inventor: 

Andy ROCK