

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Applied Spine Technologies, Inc.	12/29/2010

RECEIVING PARTY DATA

Name:	BVI Holdings, LLC
Street Address:	101 Main Street, Suite 1750
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7635379
Patent Number:	7615068
Patent Number:	7811309
Patent Number:	7713287
Patent Number:	7713288
Patent Number:	7699875
Application Number:	11027073
Application Number:	11159471
Application Number:	11818720
Application Number:	11971615
Application Number:	12714727
Application Number:	12776913

CORRESPONDENCE DATA

Fax Number: (203)399-5822

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

501418976

PATENT  
REEL: 025706 FRAME: 0372

CH \$480.00 7635379

Phone:	203-399-5920
Email:	jsimmons@mccarter.com
Correspondent Name:	McCarter & English, LLP
Address Line 1:	Canterbury Green
Address Line 2:	201 Broad Street, 9th Floor
Address Line 4:	Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	99560.00001
-------------------------	-------------

NAME OF SUBMITTER:	Basam E. Nabulsi
--------------------	------------------

**Total Attachments: 8**

source=BVI\_PATENT\_ASSIGNMENT#page1.tif  
source=BVI\_PATENT\_ASSIGNMENT#page2.tif  
source=BVI\_PATENT\_ASSIGNMENT#page3.tif  
source=BVI\_PATENT\_ASSIGNMENT#page4.tif  
source=BVI\_PATENT\_ASSIGNMENT#page5.tif  
source=BVI\_PATENT\_ASSIGNMENT#page6.tif  
source=BVI\_PATENT\_ASSIGNMENT#page7.tif  
source=BVI\_PATENT\_ASSIGNMENT#page8.tif

## PATENT ASSIGNMENT

WHEREAS, Applied Spine Technologies, Inc., a Delaware corporation ("Assignor"), is desirous of assigning all of its right, title and interest in and to the patents and patent applications listed on Schedule 1 attached hereto and incorporated herein by reference (such patents and patent applications are herein referred to as the "Patents");

WHEREAS, BVI Holdings, LLC, a Delaware limited liability company with its principal place of business located at 101 Main Street, Suite 1750, Cambridge, Massachusetts 02142 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Patents and any patents that may issue thereon; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated December 30, 2010 (the "Agreement"), pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, including, without limitation, all of Assignor's right, title and interest in and to each of the Patents and the inventions described in the Patents (the "Inventions");

NOW THEREFORE, for good and valuable consideration received and acknowledged by Assignor, Assignor does hereby sell, assign, and transfer unto Assignee, its successors, legal representatives and assigns, all of Assignor's rights, title and interest in and to: the Inventions and the Patents; any patents issuing from the foregoing; any divisions, continuations, and continuations-in-part of the Patents and any other applications or patents claiming priority rights from the Patents; any issuances, reissues, reexaminations, or extensions of any and all of the foregoing; the right to file corresponding foreign applications directly in the name of Assignee; and Assignor's right to claim priority rights deriving from the Patents. Assignor further sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to causes of action, claims, rights and remedies arising under the Patents prior to or after the effective date of this Assignment, including, without limitation, all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit. Assignor does further consent to the recordation of this Patent Assignment by Assignee with the United States Patent and Trademark Office and any similar governmental agency or body in any applicable foreign jurisdiction.

In order to give full force and effect to this Patent Assignment, Assignor further agrees and hereby irrevocably appoints Assignee, its successors, assigns and legal representatives as its agent and attorney in fact, to act in Assignor's stead solely to execute, acknowledge, verify, and deliver any formal assignment recordation documents for the United States Patent and Trademark Office and any similar governmental agency or body in any applicable foreign jurisdiction with the same legal force and effect as if done by Assignor. This appointment is expressly limited to performance of only those acts necessary to perfect this Patent Assignment.

This Patent Assignment is subject to all the terms and conditions of the Agreement. This Patent Assignment does not modify the terms of the Agreement. Each of the parties, by their execution of this Patent Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, reduced, modified or altered in any way by this instrument. In the event of a conflict or controversy between the terms of this Patent Assignment

and the terms of the Agreement, the terms of the Agreement shall control.


*[Remainder of Page Intentionally Left Blank]*

[Patent Assignment]

**PATENT**  
**REEL: 025706 FRAME: 0375**

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute and deliver this Patent Assignment as December 30, 2010.

APPLIED SPINE TECHNOLOGIES, INC.

By   
Name: CRAIG CORRANCE  
Title: PRESIDENT + CEO

BVI HOLDINGS, LLC


By \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, Assignor and Assignee have caused their duly authorized representatives to execute and deliver this Patent Assignment as December 30, 2010.

**APPLIED SPINE TECHNOLOGIES, INC.**

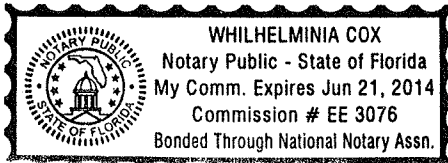
By \_\_\_\_\_  
Name:  
Title:

**BVI HOLDINGS, LLC**

By   
Name: Max E. Goldberg  
Title: Managing Director

State of Florida )  
County of Seminole ) ss.

I certify that I know or have satisfactory evidence that CONSTANCE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the PRESIDENT + CEO of APPLIED SPINE TECHNOLOGIES, INC., to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.



Dated December 29, 2010  
Whilhelminia Cox  
Notary Public Whilhelminia Cox  
My appointment expires June 21, 2014

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of BVI HOLDINGS, LLC, to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My appointment expires \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of APPLIED SPINE TECHNOLOGIES, INC., to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My appointment expires \_\_\_\_\_

State of Massachusetts )  
 ) ss.  
County of Middlesex )

I certify that I know or have satisfactory evidence that Marc E Goldberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Managing Director of BVI HOLDINGS, LLC, to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated 12.28.10 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My appointment expires 8-19-16



MARY ELLEN DEANGELIS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 19, 2016

[Patent Assignment]

**PATENT**  
**REEL: 025706 FRAME: 0379**



**Schedule 1**

<b>Title</b>	<b>Application Number</b>	<b>Date</b>	<b>Patent Number</b>	<b>Date</b>
Systems and Methods for Spine Stabilization Including a Dynamic	AUS 2005258232 CAN 2,571,573 EU 05766662.0	6/23/2005 6/23/2005 6/23/2005		
Systems and Methods Accommodating Relative Motion in Spine Stabilization	US 11/027,247	12/31/2004	7,635,379	12/22/2009
Mounting Mechanisms for Pedicle Screws and Related Assemblies	US 11/027,245	12/31/2004	7,615,068	11/10/2009
Surgical Implant Devices and Systems Including a Sheath Member	US 11/027,073	12/31/2004		
Cable-Containing Stabilization Device	EU 06253901.0 (France, Germany, Spain, Switzerland and United Kingdom validations) US 11/189,512	7/26/2006  7/26/2005	EP1747760  7,811,309	10/14/2009
Dynamic Spine Stabilizer (jointly owned with Yale)	AUS 2006202138 EU 06252614.0 (France, Germany, Spain, Switzerland and United Kingdom validations) US 11/132,538	5/19/2006 5/19/2006  5/19/2005	EP 1776927  7,713,287	9/15/2010  5/11/2010
Dynamic Stabilization Device Including Overhanging Stabilizing Member (jointly owned with Yale)	US 11/159,471	6/23/2005		
Spring Junction and Assembly Methods for Spinal Device	US 11/196,102	8/3/2005	7,713,288	5/11/2010
Spinal Stabilization Device with Weld Cap	US 11/405,196	4/17/2006	7,699,875	4/20/2010
Multi-Level Spinal Stabilization System	US 11/818,720	6/15/2007		
Medical Instrument for Rod Positioning	US 11/971,615	1/9/2008		

<b>Title</b>	<b>Application Number</b>	<b>Date</b>	<b>Patent Number</b>	<b>Date</b>
Dynamic Spine Stabilizer (jointly owned with Yale)	US 12/714,727	3/1/2010		
Integral Spring Junction	US 12/776,913	5/10/2010		
Fusion Rod and Pedicle Screw Assembly	Unfiled (disclosed to M&E in June 2010; part drawings from January 2010)			