### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name               | Execution Date |  |
|--------------------|----------------|--|
| Bret O. Baynham    | 12/16/2010     |  |
| G. Clay Baynham    | 12/29/2010     |  |
| Matthew G. Baynham | 11/11/2010     |  |
| David R. Campbell  | 12/15/2010     |  |

#### RECEIVING PARTY DATA

| Name:           | Atlas Spine, Inc.           |  |
|-----------------|-----------------------------|--|
| Street Address: | 1555 Jupiter Park Drive, #4 |  |
| City:           | Jupiter                     |  |
| State/Country:  | FLORIDA                     |  |
| Postal Code:    | 33458                       |  |

# PROPERTY NUMBERS Total: 1

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 12906691 |  |

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 2380.060

NAME OF SUBMITTER: Michael A. Slavin

**Total Attachments: 2** 

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**PATENT** 

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PATENT REEL: 025736 FRAME: 0582

## **ASSIGNMENT**

|                            | Bret O. Bay     | an individual                                      |            |                       |
|----------------------------|-----------------|--|------------|-----------------------|
|                            |                 |  |            |                       |
|                            | Address:        | 1555 Jupiter Park Drive, #4                        |            |                       |
|                            | City:           | Jupiter  | State/Zip: | FL 33458              |
| ASSIGNOR:                  | G. Clay Baynham |  |            |                       |
|                            | Status:         | an individual                                      |            |                       |
|                            | Address:        | 1555 Jupiter Park Drive, #4                        |            |                       |
|                            | City:           | Jupiter  | State/Zip: | FL 33458              |
| ASSIGNOR:                  | Matthew G       | . Baynham  |            |                       |
|                            | Status:         | an individual                                      |            |                       |
|                            | Address:        | 1555 Jupiter Park Drive, #4                        |            |                       |
|                            | City:           | Jupiter  | State/Zip: | FL 33458              |
| ASSIGNOR:                  | David R. C      | ampbell  |            |                       |
|                            | Status:         | an individual                                      |            |                       |
|                            | Address:        | 1555 Jupiter Park Drive, #4                        |            |                       |
|                            | City:           | Jupiter  | State/Zip: | FL 33458              |
| ASSIGNEE:                  | Atlas Spine     | , Inc.   |            |                       |
|                            | Status:         | a Florida corporation                              |            |                       |
|                            | Address:        | 1555 Jupiter Park Drive, #4                        |            |                       |
|                            | City:           | Jupiter  | State/Zip: | FL 33458              |
| E OF INVENT<br>PATENT SERI |                 | ERVICAL PLATE RATCHET PE<br>12/906,691 U.S. FILING |            | S<br>October 18, 2010 |

WHEREAS, the Assignors having made the above invention and filed application for Letters Patent of the United States thereon, and the Assignee is desirous of acquiring the same. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby assign to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignors' rights, title

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and interest in and to the invention and the patent application therefore identified herein and to any and all patents which may evolve therefrom;

NOW, THEREFORE, Assignors intending to be legally bound, hereby assign, transfer and deliver unto Assignee, its successors, legal representatives and assigns, all rights, title and interest in, to and under the Patent Application, including all other rights associated with the invention, including, without limitation, the right to sue for and collect damages for any past infringement of the Patents, and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the inventions based upon the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the invention to the full end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been held by the undersigned Assignors had this Agreement not been made; and specifically including all rights of priority created by the Patent under any treaty, convention or law relating thereto.

Assignors agree, when requested, to carry out in good faith the intent and purpose of this Agreement, to execute and deliver to Assignee, all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the inventions; all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee all facts known to Assignors relating to the invention and the history thereof; and generally do everything possible which Assignee shall consider desirable for vesting title to the invention in Assignee, and for securing, maintaining and enforcing proper patent protection for the inventions; the Assignors agree to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignors.

| Date 12/16/10                             | Inventor Bot B   |
|---|--|
| Date 12/29/10                             | Inventor G. Clay Baynham   |
| Date                                      | Inventor Matthew G. Baynham  |
| Date <u> </u>                             | Inventor Language David R. Campbell  |
| STATE OF<br>COUNTY OF                     | )<br>)<br>)  |
| Baynham, and David R. Campbell, the above | 2010, personally appeared <u>Bret O. Baynham, G. Clay Baynham, Matthew Ove</u> named individuals, to me known to be the persons described in, and who execute cknowledge to me that they executed the same on their own free will for the purpos |
|   | Notary Public  |
|   | Personally known or Product Identification Type of Identification Produced   |

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