

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Matthew Yurek</td> <td>02/15/2011</td> </tr> <tr> <td>Jerome Segal M.D.</td> <td>02/15/2011</td> </tr> <tr> <td>Kabir Gambhir</td> <td>02/15/2011</td> </tr> <tr> <td>Robert Huffman</td> <td>02/15/2011</td> </tr> <tr> <td>Kurt Vedder</td> <td>02/15/2011</td> </tr> </tbody> </table>		Name	Execution Date	Matthew Yurek	02/15/2011	Jerome Segal M.D.	02/15/2011	Kabir Gambhir	02/15/2011	Robert Huffman	02/15/2011	Kurt Vedder	02/15/2011
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Matthew Yurek	02/15/2011												
Jerome Segal M.D.	02/15/2011												
Kabir Gambhir	02/15/2011												
Robert Huffman	02/15/2011												
Kurt Vedder	02/15/2011												
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Ouroboros Medical, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>5976 W. Las Positas</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 126</td> </tr> <tr> <td>City:</td> <td>Pleasanton</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94588</td> </tr> </table>		Name:	Ouroboros Medical, Inc.	Street Address:	5976 W. Las Positas	Internal Address:	Suite 126	City:	Pleasanton	State/Country:	CALIFORNIA	Postal Code:	94588
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PROPERTY NUMBERS Total: 1													
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Application Number:	12316789												
CORRESPONDENCE DATA													
<p>Fax Number: (858)456-8066</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (619) 980-8680</p> <p>Email: debonair7@att.net</p> <p>Correspondent Name: Michael Klicpera</p> <p>Address Line 1: P.O. Box 573</p> <p>Address Line 4: La Jolla, CALIFORNIA 92038</p>													
NAME OF SUBMITTER:	Michael Klicpera												
<p>Total Attachments: 28</p>													

CH \$40.00 12316789

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PATENT
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Matthew Yurek, Jerome Segal, Kabir Gambhir, Robert Huffman, Kurt Vedder

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Ouroboros Medical, Inc.

Internal Address: Suite 126

Street Address: 5876 W. Las Positas

City: Pleasanton

State: California

Country: US Zip 94588

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/316,789

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael Klicpera

Internal Address: _____

Street Address: P.O. Box 573

City: La Jolla

State: California Zip 92038

Phone Number: (619) 980-8680

Fax Number: _____

Email Address: debonair7@att.net

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 502274

Authorized User Name Michael Klicpera

9. Signature:

/Michael Klicpera
Signature

05/13/2011
Date

Michael Klicpera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

28

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made effective as of the 15th day of February 2011 by and between Matthew Yurek, an individual having an address of 12957 La Tortola Drive, San Diego, California 92129 ("ASSIGNOR") and Ouroboros Medical, Inc, a corporation organized and existing under the laws of Delaware and having a principal place of business located at 5976 W. Las Positas Blvd, Suite 126, Pleasanton, California 94588 ("ASSIGNEE").

RECITALS:

WHEREAS, ASSIGNOR is the record owner of interest in U.S. Patent Application No. 12/316,789 and entitled "Mechanical Apparatus and Method for Delivering Materials into the Inter-Vertebral Body Space for Nucleus Replacement" (the "Patent"); and

WHEREAS, ASSIGNEE desires to acquire and commercialize the inventions claimed therein, ASSIGNEE accepts the transfer of all of ASSIGNOR'S right, title and interest in and to the Patent.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to this Assignment, the parties agree as follows:

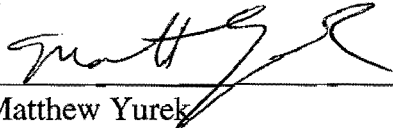
1. Assignment: ASSIGNOR does hereby assign and transfer to ASSIGNEE, its permitted successors, assigns and legal representatives, all ASSIGNOR'S right, title and interest in and to the Patent, including all claims for past infringement, and all rights to publish notices regarding ownership of the Patent. In the event that ASSIGNEE fails to exploit the inventions claimed in the Patents within five (5) years of the date of this Assignment, the entire rights, title and interest in and to the Patents and all other rights associated therewith assigned to ASSIGNEE herein shall revert back to ASSIGNOR.
2. Cooperation: ASSIGNOR further agrees to do all things necessary and to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives. ASSIGNOR agrees to cooperate with ASSIGNEE in any litigation relating to the enforcement of rights to the Patent. All costs and expenses incurred by ASSIGNOR in accordance with Section 2 of this Assignment shall be paid by ASSIGNEE.
3. Enforceability: ASSIGNEE agrees to do all things necessary to maintain the enforceability of the Patent, including timely payment of patent maintenance fees. All costs and expenses incurred by ASSIGNEE in accordance with Section 3 of this Assignment shall be paid by ASSIGNEE.

4. License: ASSIGNEE hereby grants to ASSIGNOR an irrevocable royalty-free exclusive world-wide right and license to use, sell, have sold, manufacture, have manufactured, license, sub-license, or otherwise have commercialized or commercialize the Patents in the field of devices for assisting child birth. ASSIGNEE agrees to cooperate and do all things necessary to assist the ASSIGNOR in any litigation relating to the enforcement of rights to the Patent.
5. Severability: The invalidity or unenforceability of any particular provision of this Assignment shall not affect any other provision of this Assignment, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were omitted.
6. Governing Law: This Assignment and any dispute that arises hereunder or relates hereto shall be governed by the laws of the State of Delaware without reference to its conflict of law principles.
7. Complete Agreement: This Assignment constitutes the complete agreement of the parties with respect to the subject matter hereof and there are no oral or written representations, understandings, or warranties between the parties except as expressly set forth herein. This Assignment cannot be modified except in a writing signed by both parties.
8. Counterparts: This Assignment may be executed in counterparts, which together shall constitute the complete Assignment.
9. Successors in Interest: The terms of this Assignment shall be binding on all permitted assignees and successors in interest to all or any part of the Patent without regard to whether such transfer occurs by merger with, acquisition by, the purchase of the stock of, or the purchase of the assets of ASSIGNEE.

[signatures begin on the next page]

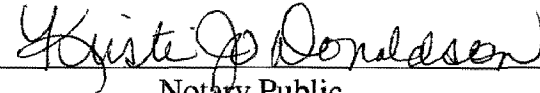
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized agents as of the dates set forth below.

ASSIGNOR:

By: 
Name: Matthew Yurek
Title: Inventor

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

On this 17th day of MARCH, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Matthew Yurek, known by me to be the person of the above name and who signed and executed the foregoing instrument.


Notary Public

My commission expires: JUNE 18, 2014

(NOTARIAL SEAL)



[signatures continue on the next page]

ASSIGNEE:

By: Kurt Vedder
Kurt Vedder
President and CEO, Ouroboros Medical, Inc.

STATE OF california

) ss:

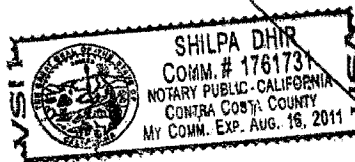
COUNTY OF Alameda

On this 25th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared as Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Shilpa DHR
Notary Public

My commission expires: 08/16/2011

(NOTARIAL SEAL)



SEE ATTACHED
ACKNOWLEDGEMENT

APR 25 2011

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

personally appeared Kurt Vedder

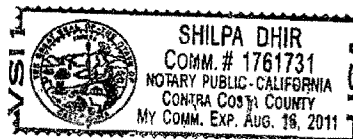
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shilpa Dhir
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date APR 25 2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be attached to the document. If the document is to be recorded outside of California, in such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made effective as of the 15th day of February 2011 by and between Jerome Segal, an individual having an address of 888 Bestgate Road, Suite 211, Annapolis, Maryland, 21401 ("ASSIGNOR") and Ouroboros Medical, Inc, a corporation organized and existing under the laws of Delaware and having a principal place of business located at 5976 W. Las Positas Blvd, Suite 126, Pleasanton, California 94588 ("ASSIGNEE").

RECITALS:

WHEREAS, ASSIGNOR is the record owner of interest in U.S. Patent Application No. 12/316,789 and entitled "Mechanical Apparatus and Method for Delivering Materials into the Inter-Vertebral Body Space for Nucleus Replacement" (the "Patent"); and

WHEREAS, ASSIGNEE desires to acquire and commercialize the inventions claimed therein, ASSIGNEE accepts the transfer of all of ASSIGNOR'S right, title and interest in and to the Patent.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to this Assignment, the parties agree as follows:

1. Assignment: ASSIGNOR does hereby assign and transfer to ASSIGNEE, its permitted successors, assigns and legal representatives, all ASSIGNOR'S right, title and interest in and to the Patent, including all claims for past infringement, and all rights to publish notices regarding ownership of the Patent. In the event that ASSIGNEE fails to exploit the inventions claimed in the Patents within five (5) years of the date of this Assignment, the entire rights, title and interest in and to the Patents and all other rights associated therewith assigned to ASSIGNEE herein shall revert back to ASSIGNOR.
2. Cooperation: ASSIGNOR further agrees to do all things necessary and to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives. ASSIGNOR agrees to cooperate with ASSIGNEE in any litigation relating to the enforcement of rights to the Patent. All costs and expenses incurred by ASSIGNOR in accordance with Section 2 of this Assignment shall be paid by ASSIGNEE.
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4. License: ASSIGNEE hereby grants to ASSIGNOR an irrevocable royalty-free exclusive world-wide right and license to use, sell, have sold, manufacture, have manufactured, license, sub-license, or otherwise have commercialized or commercialize the Patents in the field of devices for assisting child birth. ASSIGNEE agrees to cooperate and do all things necessary to assist the ASSIGNOR in any litigation relating to the enforcement of rights to the Patent.
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6. Governing Law: This Assignment and any dispute that arises hereunder or relates hereto shall be governed by the laws of the State of Delaware without reference to its conflict of law principles.
7. Complete Agreement: This Assignment constitutes the complete agreement of the parties with respect to the subject matter hereof and there are no oral or written representations, understandings, or warranties between the parties except as expressly set forth herein. This Assignment cannot be modified except in a writing signed by both parties.
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[signatures begin on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized agents as of the dates set forth below.

ASSIGNOR:

By: [Signature]
Name: Jerome Segal
Title: Inventor

STATE OF MARYLAND)

) ss:
COUNTY OF ANNE Arundel)

On this 21st day of MARCH, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jerome Segal, known by me to be the person of the above name and who signed and executed the foregoing instrument.

[Signature]
Notary Public

My commission expires: MAY 2 2012

(NOTARIAL SEAL)



[signatures continue on the next page]

ASSIGNEE:

By: Kurt Vedder
Kurt Vedder
President and CEO, Ouroboros Medical, Inc.

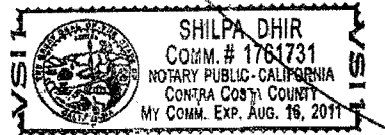
STATE OF california
) ss:
COUNTY OF Alameda

On this 25th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared as Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Shilpa Dhir
Notary Public

My commission expires: 08/16/2011

(NOTARIAL SEAL)



**SEE ATTACHED
ACKNOWLEDGEMENT**

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

personally appeared Kurt Vedder

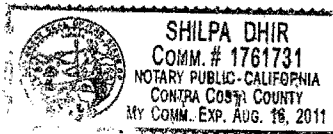
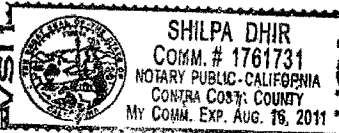
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Shilpa Dhir

(Signature of Notary Public)



(Notary Seal)

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☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Securely attach this document to the signed document

PATENT

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[signatures begin on the next page]

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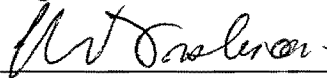
ASSIGNOR:

By: 
Name: Kabir Gambhir
Title: Inventor

STATE OF CALIFORNIA)

) ss:
COUNTY OF SAN DIEGO)

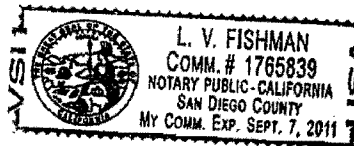
On this 10 day of MARCH, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kabir Gambhir, known by me to be the person of the above name and who signed and executed the foregoing instrument.



Notary Public

My commission expires: 09.07.2011

(NOTARIAL SEAL)



[signatures continue on the next page]

ASSIGNEE:

By: Kurt Vedder
Kurt Vedder
President and CEO, Ouroboros Medical, Inc.

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared as Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

SEE ATTACHED
ACKNOWLEDGEMENT

APR 25 2011

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

personally appeared Kurt Vedder

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date APR 25 2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made effective as of the 15th day of February 2011 by and between Robert Huffman, an individual having an address of 12675 Fairbrook Road, San Diego, California, 92131 ("ASSIGNOR") and Ouroboros Medical, Inc, a corporation organized and existing under the laws of Delaware and having a principal place of business located at 5976 W. Las Positas Blvd, Suite 126, Pleasanton, California 94588 ("ASSIGNEE").

RECITALS:

WHEREAS, ASSIGNOR is the record owner of interest in U.S. Patent Application No. 12/316,789 and entitled "Mechanical Apparatus and Method for Delivering Materials into the Inter-Vertebral Body Space for Nucleus Replacement" (the "Patent"); and

WHEREAS, ASSIGNEE desires to acquire and commercialize the inventions claimed therein, ASSIGNEE accepts the transfer of all of ASSIGNOR'S right, title and interest in and to the Patent.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to this Assignment, the parties agree as follows:

1. Assignment: ASSIGNOR does hereby assign and transfer to ASSIGNEE, its permitted successors, assigns and legal representatives, all ASSIGNOR'S right, title and interest in and to the Patent, including all claims for past infringement, and all rights to publish notices regarding ownership of the Patent. In the event that ASSIGNEE fails to exploit the inventions claimed in the Patents within five (5) years of the date of this Assignment, the entire rights, title and interest in and to the Patents and all other rights associated therewith assigned to ASSIGNEE herein shall revert back to ASSIGNOR.
2. Cooperation: ASSIGNOR further agrees to do all things necessary and to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives. ASSIGNOR agrees to cooperate with ASSIGNEE in any litigation relating to the enforcement of rights to the Patent. All costs and expenses incurred by ASSIGNOR in accordance with Section 2 of this Assignment shall be paid by ASSIGNEE.
3. Enforceability: ASSIGNEE agrees to do all things necessary to maintain the enforceability of the Patent, including timely payment of patent maintenance fees. All costs and expenses incurred by ASSIGNEE in accordance with Section 3 of this Assignment shall be paid by ASSIGNEE.

4. License: ASSIGNEE hereby grants to ASSIGNOR an irrevocable royalty-free exclusive world-wide right and license to use, sell, have sold, manufacture, have manufactured, license, sub-license, or otherwise have commercialized or commercialize the Patents in the field of devices for assisting child birth. ASSIGNEE agrees to cooperate and do all things necessary to assist the ASSIGNOR in any litigation relating to the enforcement of rights to the Patent.
5. Severability: The invalidity or unenforceability of any particular provision of this Assignment shall not affect any other provision of this Assignment, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were omitted.
6. Governing Law: This Assignment and any dispute that arises hereunder or relates hereto shall be governed by the laws of the State of Delaware without reference to its conflict of law principles.
7. Complete Agreement: This Assignment constitutes the complete agreement of the parties with respect to the subject matter hereof and there are no oral or written representations, understandings, or warranties between the parties except as expressly set forth herein. This Assignment cannot be modified except in a writing signed by both parties.
8. Counterparts: This Assignment may be executed in counterparts, which together shall constitute the complete Assignment.
9. Successors in Interest: The terms of this Assignment shall be binding on all permitted assignees and successors in interest to all or any part of the Patent without regard to whether such transfer occurs by merger with, acquisition by, the purchase of the stock of, or the purchase of the assets of ASSIGNEE.

[signatures begin on the next page]

ACKNOWLEDGMENT

State of California

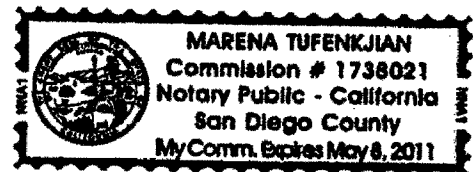
County of San Diego

On March 8, 2011 before me, Marena Tufenkjian, Notary Public
(insert name and title of the officer)

personally appeared Robert Huffman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Marena Tufenkjian

(Seal)

- Attached to Patent Assignment -
- Pages = four -

ASSIGNEE:

By: Kurt Vedder
Kurt Vedder
President and CEO, Ouroboros Medical, Inc.

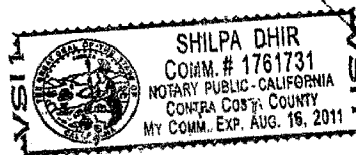
STATE OF California
) ss:
COUNTY OF Alameda

On this 25th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared as Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Shilpa Dhir
Notary Public

My commission expires: 08/16/2011

(NOTARIAL SEAL)



SEE ATTACHED
ACKNOWLEDGEMENT

APR 25 2011

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

personally appeared KUA Vedder

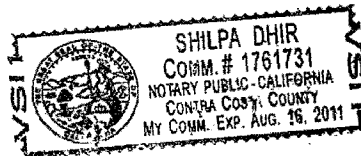
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shilpa Dhir

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date APR 25 2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made effective as of the 15th day of February 2011 by and between Kurt Vedder, an individual having an address of 3645 Dear Trail Drive, Danville, California, 94506 ("ASSIGNOR") and Ouroboros Medical, Inc, a corporation organized and existing under the laws of Delaware and having a principal place of business located at 5976 W. Las Positas Blvd, Suite 126, Pleasanton, California 94588 ("ASSIGNEE").

RECITALS:

WHEREAS, ASSIGNOR is the record owner of interest in U.S. Patent Application No. 12/316,789 and entitled "Mechanical Apparatus and Method for Delivering Materials into the Inter-Vertebral Body Space for Nucleus Replacement" (the "Patent"); and

WHEREAS, ASSIGNEE desires to acquire and commercialize the inventions claimed therein, ASSIGNEE accepts the transfer of all of ASSIGNOR'S right, title and interest in and to the Patent.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to this Assignment, the parties agree as follows:

1. Assignment: ASSIGNOR does hereby assign and transfer to ASSIGNEE, its permitted successors, assigns and legal representatives, all ASSIGNOR'S right, title and interest in and to the Patent, including all claims for past infringement, and all rights to publish notices regarding ownership of the Patent. In the event that ASSIGNEE fails to exploit the inventions claimed in the Patents within five (5) years of the date of this Assignment, the entire rights, title and interest in and to the Patents and all other rights associated therewith assigned to ASSIGNEE herein shall revert back to ASSIGNOR.
2. Cooperation: ASSIGNOR further agrees to do all things necessary and to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives. ASSIGNOR agrees to cooperate with ASSIGNEE in any litigation relating to the enforcement of rights to the Patent. All costs and expenses incurred by ASSIGNOR in accordance with Section 2 of this Assignment shall be paid by ASSIGNEE.
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4. License: ASSIGNEE hereby grants to ASSIGNOR an irrevocable royalty-free exclusive world-wide right and license to use, sell, have sold, manufacture, have manufactured, license, sub-license, or otherwise have commercialized or commercialize the Patents in the field of devices for assisting child birth. ASSIGNEE agrees to cooperate and do all things necessary to assist the ASSIGNOR in any litigation relating to the enforcement of rights to the Patent.
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[signatures begin on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized agents as of the dates set forth below.

ASSIGNOR:

By: Kurt Vedder
Name: Kurt Vedder
Title: Inventor

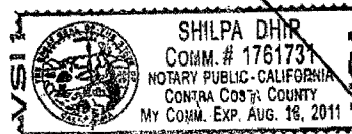
STATE OF California,
) ss:
COUNTY OF Alameda

On this 25th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Shilpa Dhir
Notary Public

My commission expires: 08/16/2011

(NOTARIAL SEAL)




SEE ATTACHED
ACKNOWLEDGEMENT

[signatures continue on the next page]

APR 25 2011

ASSIGNEE:

By: 
Kurt Vedder
President and CEO, Ouroboros Medical, Inc.

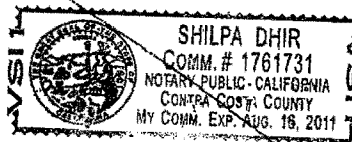
STATE OF California,)
) ss:
COUNTY OF Alameda

On this 25th day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared as Kurt Vedder, known by me to be the person of the above name and who signed and executed the foregoing instrument.

Shupel Okei
Notary Public

My commission expires: 08/16/2011

(NOTARIAL SEAL)



SEE ATTACHED
ACKNOWLEDGEMENT

APR 25 2011

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

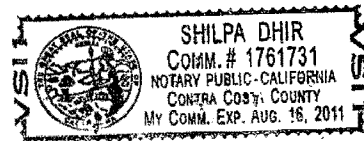
personally appeared KURT Vedder

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shilpa Dhir
Signature of Notary Public (Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment
(Title or description of attached document)

Assignee
(Title or description of attached document continued)

Number of Pages _____ Document Date APR 25 2011

(Additional information)

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- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

PATENT

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APR 25 2011 before me, SHILPA DHIR, NOTARY PUBLIC

(Here insert name and title of the officer)

personally appeared KUA Vedder

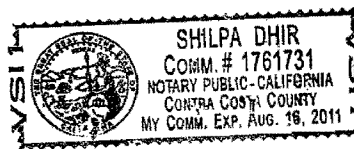
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shilpa Dhir
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment
(Title or description of attached document)

Assigner
(Title or description of attached document continued)

Number of Pages _____ Document Date APR 25 2011

(Additional information)

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☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
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- Securely attach this document to the signed document

PATENT