

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Southern California	08/22/2011
RECEIVING PARTY DATA	
Name:	Orthopeutics L.P.
Street Address:	111 Cooperative Way
Internal Address:	Suite 210
City:	Georgetown
State/Country:	TEXAS
Postal Code:	78626
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7435722
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 2:	31st Floor
Address Line 4:	Los Angeles, CALIFORNIA 90013
ATTORNEY DOCKET NUMBER:	7583-102C1
NAME OF SUBMITTER:	Miles Yamanaka
Total Attachments: 1 source=Assgnmet7435722#page1.tif	

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PATENT
REEL: 027014 FRAME: 0549

CORPORATE TO CORPORATE ASSIGNMENT

Docket Number

WHEREAS, University of Southern California, a California not for profit corporation having a place of business at 3740 McClintock Ave., Los Angeles CA 90089-2561 (hereinafter "Assignor"), owns the entire ownership interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

Non-toxic crosslinking reagents to resist curve progression in scoliosis and increase disc permeability

- ☐ for which a United States patent application is executed on even date herewith;
☐ for which Application No. _____ was filed on _____ in the United States Patent Office;
☐ for which Application No. _____ was filed on _____ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or

X for which an application was filed upon which a United States Patent issued on October 14, 2008, as U.S. Patent No. 7,435,722 (hereinafter "Application(s)").

WHEREAS, Orthopaedics L.P., a Limited Partnership with its principal place of business at 111 Cooperative Way, Suite 210, Georgetown, TX 78626 (hereinafter "Assignee"), is desirous of acquiring Assignor's entire ownership interest in and to said Inventions, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Inventions, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration, including but not limited to obligations undertaken pursuant to that certain Patent Assignment Agreement entered into between Orthopaedics L.P. and the University of Southern California effective June 24, 2011:

- Said Assignor does hereby sell, assign, transfer and convey unto said Assignee all of its ownership interest (a) in and to said inventions, including the right to claim priority to said inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the ownership interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefore and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR:

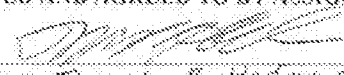
Date: 8/22/11

By: 

Randolph Hall, VP Research

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 8/25/11

By: 

Name: Thomas P. Hedman

Title: President, Ampac Biotechnology, Inc.

General Partner, Orthopaedics L.P.