

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alphatec Spine, Inc.	10/11/2010
RECEIVING PARTY DATA	
Name:	Alphatec Spine, Inc.
Street Address:	5818 El Camino Real
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13270405
CORRESPONDENCE DATA	
Fax Number:	(760)431-1624
Phone:	760 431 9286
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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>	
Correspondent Name:	Alphatec Spine, Inc.
Address Line 1:	5818 El Camino Real
Address Line 4:	Carlsbad, CALIFORNIA 92008
ATTORNEY DOCKET NUMBER:	123US
NAME OF SUBMITTER:	Michael J. Loi
Total Attachments: 3 source=123PR_Assignment#page1.tif source=123PR_Assignment#page2.tif source=123PR_Assignment#page3.tif	

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ASSIGNMENT AGREEMENT

WHEREAS, Ketchen Smith., a citizen of the United States, ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in a U.S. Provisional patent application entitled "SCREW HEAD LOCKER APPARATUS AND METHOD OF USE" and filed in the United States Patent and Trademark Office on October 8, 2010, as Provisional Application No.61/391,281 ("Application").

WHEREAS, ALPHATEC SPINE, INC., a California Corporation, having offices at 5818 El Camino Real, Carlsbad, California, 92008 (ASSIGNEE) desires to acquire the entire right, title and interest in and to the Invention and the Applications, as well as all related Intellectual Property rights as further set herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and do hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNORS alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and non-provisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before this Assignment.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNORS have knowledge respecting the Invention, Application or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Agreement, but

only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expenses.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNORS, their officers, agents, employees, successors, assigns, affiliates, and those entities acting under their direction and control, and shall insure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE AND ASSIGNORS.

B. If either one or both ASSIGNOR cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the State of California, United States, without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the County of San Diego, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNORS acknowledge that, to the best of their knowledge, the Invention is patentable, and further agree not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNORS further acknowledge that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNORS personally, and ASSIGNORS individually or jointly have the right to seek independent counsel of choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNORS shall be effective.

NOTARY ACKNOWLEDGMENT

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11th day of OCT., 2010.

Ketch

Ketchen Smith

State of CALIFORNIA
County of SAN DIEGO

On 11 day of OCT, 2010, before me,

LM Cook, Notary Public
(insert name and title of the officer)

personally appeared Ketchen Smith., 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
(Notary Signature)

LM Cook, Notary Public (Seal)

