

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bruce M. McCormack</td> <td>11/28/2012</td> </tr> <tr> <td>Edward Liou</td> <td>11/27/2012</td> </tr> <tr> <td>Jeffrey D. Smith</td> <td>11/11/2012</td> </tr> <tr> <td>David Michael Schummers</td> <td>11/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	Bruce M. McCormack	11/28/2012	Edward Liou	11/27/2012	Jeffrey D. Smith	11/11/2012	David Michael Schummers	11/26/2012		
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<table border="1"> <tr> <td>Name:</td> <td>Providence Medical Technology, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3650 Mt. Diablo Ave.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 104</td> </tr> <tr> <td>City:</td> <td>Lafayette</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94549</td> </tr> </table>		Name:	Providence Medical Technology, Inc.	Street Address:	3650 Mt. Diablo Ave.	Internal Address:	Suite 104	City:	Lafayette	State/Country:	CALIFORNIA	Postal Code:	94549
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CORRESPONDENCE DATA													
<p>Fax Number: 8167531536 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 816-753-1000 Email: uspt@polsinelli.com Correspondent Name: Samuel Wade Johnson/Polsinelli PC Address Line 1: 700 W. 47th St. Address Line 2: Suite 1000 Address Line 4: Kansas City, MISSOURI 64112</p>													
ATTORNEY DOCKET NUMBER:	066097-453654												
NAME OF SUBMITTER:	Donna Carrera												

CH \$40.00 29448474

Signature:	/Donna Carrera for S. Wade Johnson/
Date:	04/28/2013
Total Attachments: 3 source=Assignment_executed_(29435385)#page1.tif source=Assignment_executed_(29435385)#page2.tif source=Assignment_executed_(29435385)#page3.tif	

ASSIGNMENT

WHEREAS, we, Bruce M. McCormack, residing at 3948 Clay Street, San Francisco, California 94118; Edward Liou, residing at 540 Castano Corte, Los Altos, California 94022; Jeffrey D. Smith, residing at 70 Ridgecrest Court, Lafayette, CA , 94549; and David Michael Schummers, residing at 1447 Funston Ave., San Francisco, California 94112 (hereinafter, individually and collectively the "Assignor"), have made a certain original and ornamental design relating to a Cage Spinal Implant, for which we have made application for Design Letters Patent in the United States ("U.S."), titled "CAGE SPINAL IMPLANT," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 29/435,385 filed on October 23, 2012 (the "Design Application") with attorney docket no. 066097-444539; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Design Application, and any continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Design Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Providence Medical Technology, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 201 Spear Street, Suite 1310, San Francisco, California 94105 USA (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the design(s), the Patent Rights, and in, to, and under any and all Design Letters Patent to be obtained therefor;

NOW THEREFORE, for good and valuable consideration to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the design, Patent Rights, and any and all Design Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Design Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date:

11/25/12

By:

Bruce M. McCormack

Date:

11/27/2012

By:

Edward Liou

Date:

11/24/12

By:

Jeffrey D. Smith

Date:

11/26/2012

By:

David Michael Schummers

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

PROVIDENCE MEDICAL TECHNOLOGY, INC.

Date: 11/28/12

By: 
Name: Jeffrey D. Smith
Title: Chief Executive Officer