

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nabil Muhanna	05/21/2013
RECEIVING PARTY DATA	
Name:	Spinal USA, LLC
Street Address:	5 Sylvan Way, Suite 220
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11937242
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ATTORNEY DOCKET NUMBER:	SPUSA.062A
NAME OF SUBMITTER:	Jared L. Gardner
Signature:	/Jared L. Gardner/
Date:	05/22/2013
Total Attachments: 2 source=SPUSA_062_assignment#page1.tif source=SPUSA_062_assignment#page2.tif	

OP \$40.00 11937242

Application Nos.: 11/937,242; 12/613,865  
Filing Dates: November 8, 2007; November 6, 2009

Docket Numbers: SPUSA.062A; SPUSA.062P1  
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### ASSIGNMENT

WHEREAS, Nabil Muhanna, a US citizen, residing at Gainesville, GA, (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to VERTEBRAL BODY REPLACEMENT (collectively hereinafter referred to as the "Work") for which applications for Letters Patent in the United States have been filed with the United States Patent and Trademark Office as Application No. 11/937,242, filed November 8, 2007, and Application No. 12/613,865, filed November 6, 2009 (hereinafter the "Applications");

AND WHEREAS, Spinal USA, LLC, a Mississippi Corporation Corporation, with its principal place of business at 5 Sylvan Way, Suite 220, Parsippany, NJ 07054 (hereinafter the "ASSIGNEE"), desires to confirm that it has acquired the entire right, title, and interest in and to the Applications and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Applications and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application Nos. 60/864,857, filed November 8, 2006 and 61/122,519, filed December 15, 2008), and all nonprovisional applications claiming priority thereto, (including but not limited to U.S. Utility Application Nos. 11/937,242, filed November 8, 2007 and 12/613,865, filed November 6, 2009), including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof, subject to ASSIGNOR'S option to repurchase the right, title, and interest assigned herein if certain conditions are met, as defined in an agreement between ASSIGNOR and ASSIGNEE entitled "Contract for Intellectual Property Transfer and Product Development," dated November 1, 2010, and any amendments thereto; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Applications and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Applications and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application Nos.: 11/937,242; 12/613,865

Docket Numbers: SPUSA.062A; SPUSA.062P1

Filing Dates: November 8, 2007; November 6, 2009

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21<sup>st</sup> day of May, 2013.

9.812  
Nabil Muhanna, M.D.

Jo Hulsey  
Witness Signature

5/21/13  
Date

Jo Hulsey  
Witness Printed Name

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