### 502514024 09/30/2013

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Bruce M. McCormack	04/26/2013
Jeffrey D. Smith	04/26/2013
Edward Liou	04/24/2013

# **RECEIVING PARTY DATA**

Name:	Providence Medical Technology, Inc.	
Street Address:	3650 Mt. Diablo Ave.	
Internal Address:	Suite 104	
City:	Lafayette	
State/Country:	CALIFORNIA	
Postal Code:	94549	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14037164

### **CORRESPONDENCE DATA**

**Fax Number**: 8167531536

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-753-1000
Email: uspt@polsinelli.com

Correspondent Name: S. Wade Johnson/Polsinelli PC

Address Line 1: 700 W. 47th Street

Address Line 2: Suite 1000

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	066097-461523	
NAME OF SUBMITTER:	Donna Carrera	
Signature:	/Donna Carrera for S. Wade Johnson/	

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Date:	09/30/2013
Total Attachments: 3 source=Assignment_61705375#page1.tif source=Assignment_61705375#page2.tif source=Assignment_61705375#page3.tif	

PATENT REEL: 031306 FRAME: 0571

### **ASSIGNMENT**

WHEREAS, we:

Bruce M. McCormack 3948 Clay Street San Francisco, California 94118 USA

Jeffrey D. Smith 70 Ridgecrest Court Lafayette, California 94549 USA

Edward Liou 540 Castano Corte Los Altos, California 94022 USA

(hereinafter individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a provisional patent application titled "COMPOSITE SPINAL FACET IMPLANT," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 61/705,375, filed on September 25, 2012 (the "Provisional Application") with attorney docket no. 066097-444546; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Provisional Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all 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 in and to 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 3650 Mt. Diablo Ave., Suite 104, Lafayette, California 94549 USA (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to me in hand paid, 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 invention, Patent Rights, and any and all Letters Patent to be obtained therefor:

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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, provisionals, non-provisionals, 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 Provisional Application and otherwise take advantage of the provisions of any international conventions.

	IN VVI I NESS VVMEREOF, the Assignor	nereun	ito has executed this Assignment upon
the dat	te indicated below.		100
Date:	4/24/19	Ву:	$\mathcal{U}(\mathcal{L}(\mathcal{N}))$
		Br	ruce M. McCormack
Date:	apulp	Ву:	A A A CHI
		Je	offrey D. Smith
Date: _	<u>24 APL ZO13</u>	Ву:	
		E:0	iward Liou

# **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: 4/4/1/5

Ву:

Name: Jeffrey D. Smith

Title: Chief Executive Officer

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PATENT REEL: 031306 FRAME: 0574