

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2626520

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAGROD, LLC	02/14/2013
RECEIVING PARTY DATA	
Name:	NuVasive, Inc.
Street Address:	7475 Lusk Boulevard
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8092458
Patent Number:	8092460
Patent Number:	7976546
Patent Number:	8092461
Patent Number:	8366715
Patent Number:	8333771
Patent Number:	8317801
CORRESPONDENCE DATA	
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Address Line 2:	NUVASIVE C/O CPA GLOBAL
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OP \$280.00 8092458

ATTORNEY DOCKET NUMBER:	563US1-US7
NAME OF SUBMITTER:	MARJORIE JARVIS
Signature:	/Marjorie Jarvis/
Date:	11/22/2013
<p>Total Attachments: 5 source=2013-02-14_Assignment_MagRodLLC_NuVasive#page1.tif source=2013-02-14_Assignment_MagRodLLC_NuVasive#page2.tif source=2013-02-14_Assignment_MagRodLLC_NuVasive#page3.tif source=2013-02-14_Assignment_MagRodLLC_NuVasive#page4.tif source=2013-02-14_Assignment_MagRodLLC_NuVasive#page5.tif</p>	

## EXHIBIT B

### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated as of February 14, 2013, is entered into between MagRod, LLC, a Florida limited liability company (the "Assignor") and NuVasive, Inc., a Delaware corporation (the "Assignee").

#### 1. BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between the Assignor and the Assignee, the Assignor has agreed to assign and convey to Assignee all of its respective right, title and interest in and to the Seller Intellectual Property, including the patents and patent applications set forth on Schedule A attached hereto (the "Patent Rights").

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

#### PATENTS

1. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, all of the Assignor's right, title and interest in and to the Patent Rights, including any rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in the Assignee's sole name.

#### FURTHER UNDERTAKINGS

2. The covenant of further assurances contained in Section 4.04 of the Purchase Agreement is hereby incorporated by reference as though restated herein, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in the Assignee's reasonable discretion, to consolidate, confirm, vest and/or record the Assignee's full and complete ownership of the Patent Rights with the United States Patent and Trademark Office and/or corresponding office in a foreign country, at Assignee's expense.

#### GENERAL

3. Entire Agreement. This Patent Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Patent Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the

acceptance of this Patent Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of any Patent Rights shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein. In the event of any conflict between the terms and provisions of this Patent Assignment, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

4. Binding Assignment. This Patent Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, including, without limitation, any employee or former employee of Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights of employment for any specified period, under or by reason of this Patent Assignment.

5. No Amendment. This Patent Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

6. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the Laws of the State of Florida applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Florida. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in Federal Courts in the Southern District in the State of Florida, sitting in West Palm Beach, Florida.

7. Severability. If any provision of this Patent Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 1.1 of the Purchase Agreement shall apply to this Agreement.

9. Counterparts; Execution by Facsimile. This Patent Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties have hereunto caused this Patent Assignment Agreement to be duly executed on the date first above written.

**ASSIGNOR:**

MAGROD, LLC

By: 

Print Name: Christopher P. Walsh, Member

**ASSIGNEE:**

Novasium Inc.

By: 

Print Name: Jason Hannon

Title: Executive Vice President, General Counsel

**SCHEDULE A****Patents****PURCHASED IP**

<b>App. No. / Filing Date</b>	<b>Patent No. / Issue Date</b>	<b>Title</b>
U.S. App. No. 11/462,592 08/04/06	8,092,458 1/10/12	Magnetic Targeting System and Method of Using Same
Mexico App. No. MX/a/2010/009218 8/20/10		Magnetic Targeting System and Method of Using Same
Australia App. No. 2008350872		Magnetic Targeting System and Method of Using Same
New Zealand App. No. 587467 8/19/10		Magnetic Targeting System and Method of Using Same
Japan Appln. No. 2010-547604 8/16/10		Magnetic Targeting System and Method of Using Same
South Korea App. No. 10-2010-7020596 9/15/10		Magnetic Targeting System and Method of Using Same
China App. No. 200880127333.3 8/23/10		Magnetic Targeting System and Method of Using Same
India App. No. 6552/DELNP/2010 9/17/10		Magnetic Targeting System and Method of Using Same
Europe App. No. 08730366.5 9/21/10		Magnetic Targeting System and Method of Using Same
U.S. App. No. 12/338,794 12/18/08	8,092,460 1/10/02	Magnetic Targeting System and Method of Using Same
U.S. App. No. 12/157,397 6/10/08	7,976,546 7/12/11	Magnetic Targeting System for Facilitating Navigation
South Korea App. No. 10-2011-7000611 1/10/11		Magnetic Targeting System for Facilitating Navigation
China App. No. 200980127694.2 1/14/11		Magnetic Targeting System for Facilitating Navigation
U.S. App. No. 12/728,818 3/22/10	8,092,461 1/10/12	Method and Apparatus for Facilitating Navigation of an Implant
U.S. App. No. 13/151,756 6/2/11	8,366,715 2/5/13	Magnetic Targeting System for Facilitating Navigation

App. No. / Filing Date	Patent No. / Issue Date	Title
U.S. App. No. 13/313,765 12/7/11	8,333,771 12/18/12	A System for Pushing and Pulling Surgical Implants Into Position In Vivo via a Tether
U.S. App. No. 13,313,528 12/7/11	8,317,801 11/27/12	Method and Apparatus for Facilitating Navigation of an Implant
U.S. Prov. App. No. 61/712,369 10/11/12		A System for Inserting Magnetic Cross Connectors into Position