

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2674413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MITCHELL A FOSTER	12/23/2013
RECEIVING PARTY DATA	
Name:	GLOBUS MEDICAL, INC
Street Address:	2560 GENERAL ARMISTEAD AVENUE
City:	AUDUBON
State/Country:	PENNSYLVANIA
Postal Code:	19403
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11676023
Application Number:	11838027
Application Number:	11845557
Application Number:	14062707
Application Number:	14030796
Application Number:	13924505
Application Number:	14021846
Application Number:	61662702
Application Number:	61800527
CORRESPONDENCE DATA	
Fax Number:	(610)930-2042
Phone:	610-930-1800
Email:	ccucchi@globusmedical.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GLOBUS MEDICAL, INC
Address Line 1:	2560 GENERAL ARMISTEAD AVENUE

Address Line 4: AUDUBON, PENNSYLVANIA 19403

ATTORNEY DOCKET NUMBER: EXCELSIUS ASSIGNMENTS

NAME OF SUBMITTER: MEHUL R JANI/CLC

Signature: /MEHUL R. JANI/s/

Date: 01/09/2014

Total Attachments: 9

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated December 23, 2013, is entered into by Excelsius Surgical, L.L.C., an Arizona limited liability company ("*Assignor*"), for the benefit of Globus Medical, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated December 23, 2013 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.1 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosures and related patent rights therein and all the inventions disclosed in each such disclosure, patent or application which are a part of the Purchased Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, continuation-in-parts, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, continuation-in-parts, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid Patents and inventions to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

Assignor agrees that on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, continuation-in-parts, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this 23 day of December, 2013.

ASSIGNOR:

EXCELSIUS SURGICAL, L.L.C., an Arizona limited liability company

By: *Mitchell A. Foster*
Mitchell A. Foster, Operating Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23 day of December, 2013, before me, a Notary Public in and for said State, personally appeared Mitchell A. Foster, Operating Manager of Excelsius Surgical, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Husni Abdul
Notary Public
My Commission Expires: 1-10-2017

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

GLOBUS MEDICAL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Patents]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this ____ day of December, 2013.

ASSIGNOR:

EXCELSIUS SURGICAL, L.L.C., an Arizona limited liability company

By: _____
Mitchell A. Foster, Operating Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of December, 2013, before me, a Notary Public in and for said State, personally appeared Mitchell A. Foster, Operating Manager of Excelsius Surgical, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Notary Public
My Commission Expires: _____

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

GLOBUS MEDICAL, INC., a Delaware corporation

By: Anthony L. Williams
Name: Anthony L. Williams
Title: VP of Business Development & Corp. Counsel

[Signature Page to Assignment of Patents]

EXHIBIT A

**EXCELSIUS SURGICAL, L.L.C.
LIST OF PATENTS**

Country	AppIn No.	Filing Date	Patent No.	Issue Date	Title	Status
USA	11/676,023	2/16/2007	8,010,181	8/30/2011	SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Issued
EPR	07757145.3	2/16/2007			SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Examination is in progress
CA	2,642,481	2/16/2007			SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Examination requested
USA	11/838,027	8/13/2007	8,219,177	7/10/2012	METHOD AND SYSTEM FOR PERFORMING INVASIVE MEDICAL PROCEDURES USING A SURGICAL ROBOT	Issued
USA	11/845,557	8/27/2007	8,219,178	7/10/2012	METHOD AND SYSTEM FOR PERFORMING INVASIVE MEDICAL PROCEDURES USING A SURGICAL ROBOT	Issued
USA	14/062,707	10/24/2013			SURGICAL TOOL SYSTEMS AND METHOD	Awaiting Examination
USA	14/030,796	9/18/2013			INTERVERTEBRAL DOSING DEVICE	Awaiting

Exhibit A

Country	Appln No.	Filing Date	Patent No.	Issue Date	Title	Status
					AND METHOD	Examination
USA	13/924,505	6/21/2013			SURGICAL ROBOT PLATFORM	Awaiting Examination
PCT	13/924,505	6/21/2013			SURGICAL ROBOT PLATFORM	Awaiting Examination
USA	14/021,846	9/9/2013			PERCUTANEOUS BONE SCREW DEVICE AND METHOD	Awaiting Examination
USA	61/662,702	6/21/12			Surgical Robot Platform	Expired
USA	61/800,527	3/15/13			Surgical Robot Platform	Pending

Exhibit A

TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT

For good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Excelsius Surgical, L.L.C., an Arizona limited liability company (“*Assignor*”), having a principal place of business at 333 W. Thomas Road, #204, Phoenix, Arizona 85018, hereby transfers and assigns to Globus Medical, Inc., a Delaware corporation (“*Assignee*”), its successors and assigns, all of Assignor's right, title and interest, whether statutory or at common law, in and to the trademarks and trademark applications listed on Schedule 1 attached hereto and made a part hereof (the “*Trademarks*”) and all other intellectual property rights of any kind embodied in, associated with or relating in any way to the Trademarks, including any and all adaptations and versions thereof, together with all of the goodwill associated with the business of Assignor relating to the Trademarks, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, and together with any and all rights and claims deriving from any of the foregoing.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the foregoing assignment of Assignor's rights in the Trademarks to Assignee, its successors and assigns in accordance with the terms of this Assignment.


Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks (including the registrations and applications) herein assigned, solely at the cost of Assignee.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has executed this Trademark and Trademark Application Assignment this 23 day of December, 2013.

ASSIGNOR:

EXCELSIUS SURGICAL, L.L.C., an Arizona limited liability company

By: 
Mitchell A. Foster, Operating Manager

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

GLOBUS MEDICAL, INC., a Delaware Corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor has executed this Trademark and Trademark Application Assignment this __ day of December, 2013.

ASSIGNOR:

EXCELSIUS SURGICAL, L.L.C., an Arizona limited liability company

By: _____
Mitchell A. Foster, Operating Manager

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

GLOBUS MEDICAL, INC., a Delaware Corporation

By: Anthony L. Williams
Name: Anthony L. Williams
Title: VP of Business Development + Corp. Counsel

[Signature Page to Trademark and Trademark Application Assignment]

SCHEDULE 1 – TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Classes	Status	App. Date	App. #	Reg. #	Goods/Services
USA	EXCELSIUS	010	Pending	11/9/2013	84114689		Medical devices, medical instruments and medical equipment; medical robots, medical kits
USA	EXCELSIUS	042	Pending	11/9/2013	86114690		Product and design of medical robots

Schedule 1 to Trademark and Trademark Application Assignment