

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2782395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS MATTHEW WOMBLE	03/06/2014
LEIGHTON J. LAPIERRE	02/18/2014
RECEIVING PARTY DATA	
Name:	BAXANO SURGICAL, INC.
Street Address:	110 HORIZON DRIVE, SUITE 230
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27615
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14152883
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ATTORNEY DOCKET NUMBER:	T312001UC1
NAME OF SUBMITTER:	KEVIN E FLYNN
SIGNATURE:	/Kevin E Flynn, #37,325/
DATE SIGNED:	03/24/2014
Total Attachments: 4	
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ASSIGNMENT OF RIGHTS

WHEREAS, Thomas Matthew Womble, an individual residing at 112 Grasmere Court, Leland, NC 28451, United States of America; and Leighton J. LaPierre, an individual residing at 237 Palm Grove Drive, Wilmington, NC 28411, United States of America; (collectively "ASSIGNORS") is each an inventor of the one or more new and useful improvements, including improved ornamental designs, described in a United States Patent Application Serial Number 14/152,883, Docket No. T312001UC1, filed on or about January 10, 2014 with the title:

Implants for Spinal Therapy

WHEREAS, Baxano Surgical, Inc. formerly known as TranS1 Inc. of 110 Horizon Drive, Suite 230, Raleigh, North Carolina 27615, United States of America (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for consideration received by each ASSIGNOR through each ASSIGNOR's employment with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including improvements to ornamental design, and to all of each ASSIGNOR's copyrights in the above-identified application(s), including:

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, including design patent applications, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document which claim the one or more useful improvements, including improvements to ornamental design identified above, including applications which do not claim priority to the application(s) identified above;

and the right to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including

but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

Each ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by each ASSIGNOR had this assignment and sale not been made.

Each ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of each ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

Each ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

Each ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

Each ASSIGNOR hereby further covenants and agrees that each ASSIGNOR has the full right to convey the entire interest herein assigned, and each ASSIGNOR has not and will not execute any agreement in conflict herewith.

Each ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

3/6/2014
Date

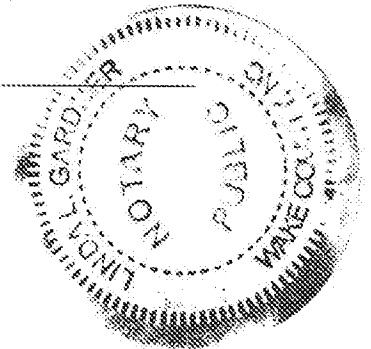
Thomas Matthew Womble
Thomas Matthew Womble

State of North Carolina)
County of Wake) ss:

On this 6th day of March, 2014, before the undersigned, a Notary Public for the State aforesaid, personally appeared Thomas Matthew Womble, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Linda L. Gardner
, Notary Public

My Commission Expires on Feb 7th, 2017



2/18/14
Date

Leighton J. LaPierre
Leighton J. LaPierre



State of North Carolina)
County of Wake) ss:

On this 18th day of February, 2014, before the undersigned, a Notary Public for the State aforesaid, personally appeared Leighton J. LaPierre, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Linda L. Gardner
, Notary Public

My Commission Expires on Feb 7, 2017