### 502866176 06/25/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2912773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SHIGERU TANAKA	03/30/2010
EDWARD LIOU	03/30/2010
JONATHAN CARVER	04/01/2010
JOSHUA DRUKER	03/30/2010
MARTIN LEUGERS	03/30/2010
KURIN TU	03/30/2010
PETER LOMBROZO	07/19/2010

#### **RECEIVING PARTY DATA**

Name:	SPECK PRODUCT DESIGN, INC.
Street Address:	3221 PORTER DRIVE
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	14297861
Application Number:	14296755

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)857-1288

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 6508571717

Email: agnes.jamie@dorsey.com
Correspondent Name: DORSEY & WHITNEY LLP
Address Line 1: COLUMBIA CENTER

Address Line 2: 701 FIFTH AVENUE, SUITE 6100
Address Line 4: SEATTLE, WASHINGTON 98104-7043

ATTORNEY DOCKET NUMBER: P190868US15 & P190868US16

NAME OF SUBMITTER: JAMIE L. AGNES

SIGNATURE: /Jamie L. Agnes/

DATE SIGNED:	06/25/2014
Total Attachments: 13	
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#### **ASSIGNMENT**

WHEREAS, we Shigeru Tanaka, residing at 83 Valencia Street, Half Moon Bay, California, 94019, USA, Edward Liou, residing at 1902 Aberdeen Lane, Mountain View, California 94043, USA, Jonathan Carver, residing at 326 Yerba Buena Rd., B, San Francisco, California 94130-1518 USA, Joshua Druker, residing at 150 Camellia Avenue, Redwood City, California 94061 USA, Martin Leugers, residing at 2034 Ellis Street, San Francisco, California 94115 USA, Kurin Tu, residing at 2038 S. Delaware St., San Mateo, California 94403 USA and Peter Lombrozo, residing at 716 Coast Range Dr., Scotts Valley, California 95066 USA (hereinafter, individually and collectively, the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), entitled "Vertebral Joint Implants and Delivery Tools," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/653,283, filed on 10 December 2009, with attorney docket no. P190868.US.05 (the "Utility Application"), and international application(s), which can be identified as PCT Application No. PCT/US2009/006478, entitled "Vertebral Joint Implants and Delivery Tools," filed on 10 December 2009, with attorney docket no. P190868.WO.02 (the "Foreign Applications");

WHEREAS, Assignor desires to assign any and all right title and interest in and to said Utility Application and the Foreign Applications, 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 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"); and

WHEREAS, Speck Product Design, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 3221 Porter Drive, Palo Alto, California 94304, 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 Assignor 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(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

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,

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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; and

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 Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 30 MAR (0

Shigeru Tahaka

STATE OF CALIFORNIA

San MateC

Helen Sutherland 2010, before me a Notary Public in and for day of March said county, personally appeared signer a lang to who 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 the entity poor senalf of which the person acted, executed the instrument, and acknowledged that the signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby attest under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: Jaly

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the date indicated below.
Date: 84 MARCH 2414 By: Edward Libu
STATE OF CALIFORNIA  COUNTY OF ss.
On this
I hereby attest under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
(SEAL)
Notary Public
My commission expires:

IN WITNESS WHEREOF, the the date indicated below.	Assignor hereunto has executed this Assignment upon
Date: 4/01/10	By: Jonathan Carver
STATE OF CALIFORNIA	) ) ss. .)
signature on the instrument the persecuted the instrument, and acknowledged to me that he executed the instrument, and acknowledged to me that he executed the instrument as a free and voluntary as	ed the same in his authorized capacity, and that by his on, or the extity upon behalf of which the person acted, wledged that he signed sealed and delivered the same of for the purposes and considerations therein expressed.  TY OF PERJURY under the laws of the State of California and correct.
	Notary Public
My commission expires:	

IN WITNESS WHEREOF, the Assignment the date indicated below.  Date: 3/30/10	gnor hereunto has executed this Assignment upon  By:  Joshua Druker
signature on the instrument the person, of executed the instrument, and acknowledge instrument as a free and voluntary act for that the foregoing paragraph is true and of the without the structure of the without the foregoing paragraph is true and of the without the foregoing paragraph is true and of the without the foregoing paragraph is true and of the without the structure of the without the structure of the without the structure of the without the withou	, 2010, before me a Notary Public in and for who proved to me on the basis of ese name is subscribed to the within instrument and same in his authorized capacity, and that by his rithe entity upon behalf of which the person acted, ged that he signed sealed and delivered the same the purposes and considerations therein expressed.  OF PERJURY under the laws of the State of California correct.
(SEAL)	Notary Public
My commission expires:	

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.
Date: 3.30.10  By: Martin Leugers
STATE OF CALIFORNIA ss.
On thisday of, 2010, before me a Notary Public in and for said county, personally appeared, who 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 the entity upon behalf of which the person acted, executed the instrument, and acknowledged that he signed, spaled and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.  I hereby attest under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  (S E A L)
Notary Public
My commission expires:

IN WITNESS WHEREOF, the Assignor the date indicated below.	hereunto has executed this Assignment upon
the date indicated below.	
Date:03.30.10	By:Kurin Tu
STATE OF CALIFORNIA ) ss.	
On this day of said county, personally appeared satisfactory evidence to be the person whose acknowledged to me that he executed the sar signature on the instrument the person, or the executed the instrument, and acknowledged to instrument as a free and voluntary act for the	that he signed, seeled and delivered the same purposes and considerations therein expressed.  ERJURY under the laws of the State of California
	Notary Public
My commission expires:	•

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.
Date: 7/19/2010 By: Peter Lombrozo
STATE OF CALIFORNIA ) ) ss.
COUNTY OF
On this
I hereby attest under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  See attached
(SEAL)
Notary Public
My commission expires:

CALIFORNIA ALL-PURPOSE ACK	(NOWLEDGMENT
State of California  County of Santa Clara  On 3 30 10 before me,  personally appeared Shigeru To  Toshua Druker, Martin	Here liser Name and Till of the Officer Notary Public unaka Edward Liou, heugers and Kurin Tu,
KRYS KELLEY Commission # 1848665 Notary Public - California Santa Clara County My Comm. Expires Jun 7, 2013  Place Notary Seal Above	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in hie/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature
Though the information below is not required by law, and could prevent fraudulent removal and Description of Attached Document	It may prove valuable to persons relying on the document reattachment of this form to another document.
Title or Type of Document:	
Title of type of Document	Number of Pages:
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Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact OF SIGNER Top of thumb h Other: Signer is Representing: Signer is Representing:	Attorney in Fact

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California  County of Santa Clara  Con 4110 before me, Krys Kelley Notary Public Dersonally appeared Jonathan Carver  Name(s) of Signer(s)		
Title or Type of Document:		
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General OF SIGN Top of thum! Top of thum! Signer Is Representing: Signer Is Representing:	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact ☐ Top of flumb here	

# **ACKNOWLEDGMENT**

State of California County of Santee Clara	,
on July 19, 2010 before me, k	rus Kelley, Notary Public (insert name and tille of the officer)
personally appeared <u>flow</u> who proved to me on the basis of satisfactory evide subscribed to the within instrument and acknowled his/her/their authorized capacity(les), and that by herson(e), or the entity upon behalf of which the pe	ged to me that he/ <del>she/the</del> y executed the same in is/ <del>her/their</del> signature <del>(s</del> ) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	aws of the State of California that the foregoing
WITNESS my hand and official seal.  Signature	KRYS KELLEY Commission # 1848665 Notary Public - California Santa Clara County My Comm. Expires Jun 7, 2013 (Seal)

## **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.

Date: 7/19 , 2010	SPECK-PRODUCT DESIGN, INC.  By: Munus  Name: Peter Mills  Title: Vice President
STATE OF CALIFORNIA ) ss.	·
representative of the Assignes satisfactory evidence to be the person who acknowledged to me that he executed the signature on the instrument the person or	the recilisite corporate authority to execute and
I hereby attest under PENALTY OF that the foregoing paragraph is true and co	PERJURY under the laws of the State of California rrect.
WITNESS my hand and official sea	1. See attached
(SEAL)	
My commission expires:	Notary Public

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# **ACKNOWLEDGMENT** State of California County of <u>Santa</u> before me, Krus Kelley Notary To (Insert name and title of the officer) personally appeared who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. KRYS KELLEY WITNESS my hand and official seal. Commission # 1848665 Notary Public - California Santa Clara County My Comm. Expires Jun 7, 2013

(Seal)

PATENT REEL: 033173 FRAME: 0401

**RECORDED: 06/25/2014** 

Signature