

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3109510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLUE FURY CONSULTING, LLC	10/01/2014
RECEIVING PARTY DATA	
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State/Country:	CALIFORNIA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13503050
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DATE SIGNED:	11/14/2014
Total Attachments: 2	

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PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is made and entered into as of October 1, 2014 by and between Blue Fury Consulting, LLC, a Florida limited liability company, with a principal place of business at 4495 Roosevelt Blvd., #296, Jacksonville, FL 32210 ("Assignor"), and NuVasive, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 1, 2014 (the "APA"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in all of the Assets (as defined in the APA), including, without limitation, the Purchased Patent listed on Schedule 1 attached hereto and related Patent Rights (as defined in the APA) (the "Purchased Patent Rights"); and

WHEREAS, Assignee has paid for the Purchased Patent Rights and desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Purchased Patent Rights.

AGREEMENT

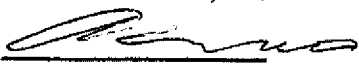
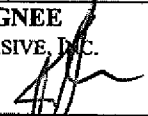
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest, including all rights to sue for past infringement, in and to the Purchased Patent Rights in the United States, its territorial possessions, and in all foreign countries (including the right to claim priority under the terms of any international conventions, treaties, or and arrangements from the Purchased Patent Rights) and the entire right, title, and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions, and all foreign countries, and in and to any and all divisions, reissues, continuations, continuations-in-part, substitutions, and renewals thereof.

Further, Assignor agrees that, upon request, it and its legal representatives and assigns (if any) will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world pursuant to the Purchased Patent Rights, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to any such Letters Patent in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted pursuant to the Purchased Patent Rights, to Assignee, its successors and assigns, as the assignee of the entire interest in the Purchased Patent Rights.

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the date written above.

ASSIGNOR BLUE FURY CONSULTING, LLC By:  Name: <u>Andrew F. Cannestra</u> Title: <u>Manager</u>	ASSIGNEE NUVASIVE, INC. By:  Name: <u>Jason Hannon</u> Title: <u>EV, General Counsel</u>
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Schedule 1

PURCHASED PATENTS

Application US 61/253,886 (filed) 10/22/09)

Application PCT/US2010/053497 (filed 10/21/10)

Application 13/503,050 (filed 4/20/12) (published as US 2012/0215259 A1)

Application US 61/940,186 (filed 2/14/2014)



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