503210690 03/09/2015

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| WILLIAM ROBERT WALSH | 05/09/2013 |
| MATTHEW HENRY PELLETIER | 05/09/2013 |

RECEIVING PARTY DATA

| Name: | NEW SOUTH INNOVATIONS PTY LIMITED | |
|-------------------|-----------------------------------|--|
| Street Address: | RUPERT MYERS BUILDING | |
| Internal Address: | GATE 14, BARKER STREET | |
| City: | UNSW, SYDNEY, NSW | |
| State/Country: | AUSTRALIA | |
| Postal Code: | 2035 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14424408 |

CORRESPONDENCE DATA

Fax Number:

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.

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| ATTORNEY DOCKET NUMBER: | I1013.10174US01 |
|-------------------------|-----------------------------------|
| NAME OF SUBMITTER: | R. BURNS ISRAELSEN |
| SIGNATURE: | /R. Burns Israelsen/ Reg. #42,685 |
| DATE SIGNED: | 03/09/2015 |

Total Attachments: 5

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PATENT 503210690 REEL: 035119 FRAME: 0876

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PATENT REEL: 035119 FRAME: 0877

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

William Robert WALSH, having an address of 16 Kitchener Street, Maroubra, NSW 2035, Australia, and

Matthew Henry PELLETIER, having an address of 1/113 Maroubra Road, Maroubra, NSW 2035, Australia ([collectively,] "Assignor"),

effective as of <u>July 19</u>, 2013 hereby sells, assigns, transfers, and conveys unto <u>New South Innovations</u> <u>Pty Limited, Rupert Myers Building, Gate 14, Barker Street, UNSW Sydney, NSW 2052 Australia</u> ("**Assignee**"), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Rights**"):

- 1. the inventions disclosed in the solution report/invention disclosure titled <u>Bone Fusion Device</u> and all inventions claimed and/or described in the Application (collectively, the "**Invention**");
- 2. the patent applications listed in the table below (the "Application");

| Patent Application No. | Country | Filing Date | Title |
|------------------------|-----------|--------------------|--|
| 2012903797 | Australia | August 31, 2012 | RIGIDITY CONTROLLED AND BIOLOGICAL FIXATION SYSTEM |
| PCT/AU2013/000984 | PCT | August 31, 2012 | RIGIDITY CONTROLLED AND BIOLOGICAL FIXATION SYSTEM |
| 14/424,408 | US | February 26, 2015 | BONE STABILIZATION DEVICE |
| | | | AND METHODS OF USE |

- 3. all rights with respect to the Invention, including all UNITED STATES patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
- 4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;
- 5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 6. all rights to claim priority rights deriving from the Application;
- 7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignment the filing date and Patent Application Numbers in the table above when known.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

[Signature Page(s) to Follow]

| By: | | ··- | | |
|----------------|----------------------------------|----------------------|-------------------------------|---|
| Print name: | William Robert WALSH | | | |
| | STATE | MENT BY | WITNESS | |
| personally pre | olas Russell Dudley St Coogoe | 2034 ned person(s | whose full post, personally k | ost office address is hereby declare that I was known to me to be the person(s) |
| Signature of V | Vitness | | | 5/9/13 Date |

| STATEMENT BY WITNESS Nicholas Russell whose full post office address is | Ву: | | | | |
|---|-------------|---------------|----------------------|-------------|-------------------------------|
| Nicholas Russell whose full post office address is 2/45 Dudley St Cooper 2034 hereby declare that I w | rint name: | Matthew H | enry PELLETIER | | |
| Nicholas Russell whose full post office address is 2/45 Dudley St Cooper 2034 hereby declare that I w | | | | | |
| | | | <u>STATEME</u> | NT BY WITNE | ESS |
| | , <u>N</u> | cholas | Russell | whose | e full post office address is |
| | 2/45 | Dudley | St Cooger | 2034 | hereby declare that I was |
| , 1 | | | | | |
| amed in the assignment, duly sign and execute the same. | amed in the | assignment, d | uly sign and execute | the same. | |
| | | | | | |
| | | \frown | | | |

Date

Signature of Witness

ACCEPTANCE BY ASSIGNEE

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of New South Innovations Pty Limited. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

| I am an officer of the above-identified ASSIGNEE, |
|--|
| I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors, |
| |

and that all the foregoing is true and correct.

Dated: 26/11/2013

By:

Signatur

Name:

FRANK FOTEA

Title:

Converd Council and Company Secretary