# PATENT ASSIGNMENT COVER SHEET

**SUBMISSION TYPE:** NEW ASSIGNMENT  
**NATURE OF CONVEYANCE:** SECURITY INTEREST

## CONVEYING PARTY DATA

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<th>Name</th>
<th>Execution Date</th>
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<td>QUANDRY MEDICAL LLC</td>
<td>02/16/2015</td>
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## RECEIVING PARTY DATA

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<tr>
<th>Name</th>
<th>FORDHAM CAPITAL PARTNERS, LLC</th>
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<tr>
<td>Street Address</td>
<td>910 SKOKIE BOULEVARD</td>
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<tr>
<td>Internal Address</td>
<td>SUITE 200</td>
</tr>
<tr>
<td>City</td>
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<tr>
<td>State/Country</td>
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## PROPERTY NUMBERS Total: 34

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**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*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: 202-408-3121 X62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: CORPORATION SERVICE COMPANY  
Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430  
Address Line 4: WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 548608  
**NAME OF SUBMITTER:** JEAN PATERSO  
**SIGNATURE:** /jep/  
**DATE SIGNED:** 03/16/2015

Total Attachments: 14  
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PATENT AND LICENSE SECURITY AGREEMENT

PATENT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of February 16, 2015, by and between QUANDARY MEDICAL LLC, a Delaware limited liability company ("Obligor") and FORDHAM CAPITAL PARTNERS, LLC, a Delaware limited liability company ("Factor").

WITNESSETH:

WHEREAS, Factor and Obligor have entered into that certain Factoring Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Factoring Agreement"), pursuant to which Factor has, subject to certain conditions precedent, agreed to make certain advances and other financial accommodations to Obligor (collectively herein, the "Factoring Advances") (Obligor's obligation to pay to Factor the Factoring Advances and all other amounts now or hereafter owed under the Factoring Agreement, collectively, the "Factoring Obligations"); and

WHEREAS, Factor may in the future extend to Obligor certain other credit facilities which will be evidenced and secured by credit documents hereafter executed by the Obligor in favor of the Factor (as the same may hereafter be amended or otherwise modified from time to time, the "Other Facility Agreements") (hereafter, the Factoring Agreements and the Other Facility Agreements shall collectively herein be called the "Facility Agreements"); and

WHEREAS, Factor has required as a condition, among others, to the making of the Factoring Advances to Obligor, in order to secure the prompt and complete payment, observance and performance of all of the Factoring Obligations and all of the Obligor's obligations and liabilities hereunder, under the Factoring Agreement, the Other Facility Agreements and under all of the other instruments, documents and agreements executed and delivered by Obligor to Factor in connection with the Facility Agreements, whether now or hereafter owed thereunder (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Obligor execute and deliver this Agreement to Factor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor agrees as follows:

Defined Terms.

a. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Factoring Agreement shall have the meanings specified in the Factoring Agreement.

b. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

c. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.
2. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Obligor hereby grants to Factor a first priority security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Obligor's now owned or existing and filed and hereafter acquired or arising and filed:

a. patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A, and (a) the release, division, continuation, renewals, extensions and continuation-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)–(d), being sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

b. license agreements with any other party in connection with any Patents or such other party's patents or patent applications, whether Obligor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Factor's rights under the Facility Agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Obligor will not, without Factor's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Obligor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Factor under this Agreement or the rights associated with those Patents which are necessary or desirable in the operation of Obligor's businesses.

4. New Patents. Obligor represents and warrants that the Patents and Licenses listed on Schedules A and B, respectively, include all of the patents, patent applications and license agreements in connection with patents or patent applications now owned or held by Obligor. As prior to the termination of this Agreement, Obligor shall (i) obtain rights to any new patentable inventions or license agreements in connection with patents or patent applications, and (ii) become entitled to the benefit of any patent, patent application or patent for any release, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and Obligor shall give to Factor prompt written notice thereof. Obligor hereby authorizes Factor to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future patents, patent applications and license agreements in connection with patents and patent applications that are Patents or Licenses under Section 2 or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement.
containing in Schedules A or B thereto, as the case may be, such future patents, patent applications and license agreements which are Patents or Licenses, as the case may be, under Section 2 or this Section 4.

5. **Royalties.** Obligor hereby agrees that the use by Factor of the Patents and Licenses as authorized hereunder shall be exclusive of Obligor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Factor to Obligor.

6. **Nature and Continuation of Factor's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and the Licenses and shall remain in full force and effect until the Obligations have been paid in full and all Facility Agreements terminated. At such time the rights granted to Factor hereunder shall also terminate.

7. **Right to Inspect, Further Assignments and Security Interests.** Factor shall have the right, at any reasonable time and from time to time, to inspect Obligor's premises and to examine Obligor's books, records and operations relating to the Patents and the Licenses; provided, that in conducting such inspections and examinations,Factor shall use its best efforts not to disturb unnecessarily the conduct of Obligor's ordinary business operations. Obligor agrees not to sell or assign its interests in, or grant any license under, the Patents or the Licenses without the prior written consent of Factor.

8. **Duties of Obligor.** Obligor shall have the duty to the extent desirable in the normal course of Obligor's businesses and consistent with Obligor's current business practices: (i) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make application on such unpatented but patentable inventions as Obligor deems appropriate; and (iii) to take reasonable steps to preserve and maintain all of Obligor's rights in the patent applications and patents that are part of the Patents. Any expenses incurred in connection with the foregoing shall be borne by Obligor. Obligor shall not abandon any right to file a patent application or any pending patent application or patent which is or shall be necessary or economically desirable in the operation of Obligor's businesses. Obligor agrees to retain an experienced patent attorney reasonably acceptable to Factor for the filing and prosecution of all such applications and other proceedings. Factor shall not have any duty with respect to the Patents and Licenses. Without limiting the generality of the foregoing, Factor shall not be under obligation to take any steps necessary to preserve rights in the Patents or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Obligor and added to the Obligations secured hereby.

9. **Factor's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Facility Agreements, Factor shall have the right, but shall not be obligated, to bring suit to enforce the Patents and the Licenses, and, if Factor shall commence any such suit, Obligor shall, at the request of Factor, do any and all lawful acts and execute any and all proper documents required by Factor in aid of such enforcement. Obligor shall, upon demand, promptly reimburse and indemnify Factor for all costs and reasonable expenses incurred by Factor in the exercise of its rights under this Section 2 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Factor is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. **Waivers.** No course of dealing between Obligor and Factor, and no failure to exercise or delay in exercising on the part of Factor any right, power or privilege hereunder or under the Facility Agreements shall operate as a waiver of any of Factor's rights, powers or privileges. No single or
partial exercise of any right, power or privilege hereunder or under the Facility Agreements shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Factor’s Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Factor may exercise any of the rights and remedies provided in this Agreement, the Facility Agreements, or any other agreement executed in connection therewith, without limiting the generality of the foregoing, Obligor acknowledges and agrees that (i) the Patents and the Licenses comprise a portion of the Collateral and Factor shall have the right to exercise its rights under the Facility Agreements with respect to the Patents and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of an Event of Default, Factor or its nominee may use the Patents and the Licenses in connection with the conduct of Obligor’s businesses.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Powers of Attorney.** All of Factor’s rights and remedies with respect to the Patents and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Obligor hereby irrevocably appoints Factor as Obligor’s attorney-in-fact, with full authority in the place and stead of Obligor and in the name of Obligor or otherwise to carry out the acts described below. Subject to the terms of the Facility Agreements, upon the occurrence and during the continuance of an Event of Default, Obligor hereby authorizes Factor to, in its sole discretion, (i) endorse Obligor’s name on all applications, documents, papers and instruments necessary or desirable for Factor in the use of the Patents and the Licenses, (ii) take any other actions with respect to the Patents and the Licenses as Factor deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license with respect to the Patents to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title to or dispose of the Patents and the Licenses to anyone on commercially reasonable terms. Obligor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. These powers of attorney are coupled with interests and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Factor under the Facility Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Factor shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or deemed located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Obligor and its successors and assigns, and shall inure to the benefit of Factor, and its nominees, successors and assigns. Obligor’s successors and assigns shall include, without limitation, a receiver, trustee or other in possession of or for Obligor; provided, however, that Obligor shall not voluntarily assign its obligations hereunder without the prior written consent of Factor.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addressees set forth in the Factoring Agreement.

18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto to separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

30. **Right of Recordal of Security Interest.** Factor shall have the right, but not the obligation, at the expense of Obligor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Factor, and Factor shall advise Obligor of such recordals. Upon satisfaction in full of the Obligations and termination of all Facility Agreements, Obligor shall have the right to effect recordal of such satisfaction or termination, at its expense, in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Obligor. Factor and Obligor shall cooperate to effect all such recordals hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**OBLIGOR:**

QUANDARY MEDICAL, LLC,
a Delaware limited liability company

By: _______________________

Name: Jeffrey R. Schell

Title: Member and CEO

Accepted and agreed to as of this 16th day of February 2015

**FORDHAM CAPITAL PARTNERS, LLC,**
a Delaware limited liability company

By: _______________________

Name: _______________________

Title: _______________________

$
STATE OF COLORADO
)
COUNTY OF DENVER
)

The foregoing PATENT AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 14th day of February, 2015, by Jeffrey R. Schell, a Member and CEO of Quandary Medical LLC, a Delaware limited liability company (the "Obliger"), personally known to me to be a Member and CEO of the Obliger, who signed the foregoing instrument on behalf of such limited liability company.

My commission expires: 09. 21. 2018

JUSTIN SNYDER
Notary Public
State of Colorado
Notary ID 20104030150
My Commission Expires Sep 21, 2018
SCHEDULE A

to Patent License and Security Agreement

PATENTS:

(1) Obligor has the following patents:

Patent: Method and apparatus for providing posterior or anterior trans-sacral access to spinal vertebrae
Patent No.: 6575979
Patent Appl. No.: 09/640,222
Country: USA
Owner/Assignee: Quaundry Medical LLC
Date Filed: 08/16/2000
Date of Patent: 06/10/2003

Patent: Axial spinal implant and method and apparatus for implanting an axial spinal implant within the vertebral of the spine
Patent No.: 6558386
Patent Appl. No.: 09/684,620
Country: USA
Owner/Assignee: Quaundry Medical LLC
Date Filed: 10/10/2000
Date of Patent: 05/06/2003

Patent: Methods and apparatus for forming shaped axial bores through spinal vertebrae
Patent No.: 6746590
Patent Appl. No.: 09/710,369
Country: USA
Owner/Assignee: Quaundry Medical LLC
Date Filed: 11/10/2000
Date of Patent: 05/25/2004

Patent: Methods and apparatus for forming shaped axial bores through spinal vertebrae
Patent No.: 6790210
Patent Appl. No.: 09/709,105
Country: USA
Owner/Assignee: Quaundry Medical LLC
Date Filed: 11/10/2000
Date of Patent: 09/14/2004

Patent: Methods and apparatus for performing therapeutic procedures in the spine
Patent No.: 6558390
Patent Appl. No.: 09/782,583
Country: USA
Owner/Assignee: Quaundry Medical LLC
Date Filed: 02/13/2001
Date of Patent: 05/06/2003

Patent: Method and apparatus for spinal augmentation
Patent No.: 6899716
Patent Appl. No.: 10/125,771
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 04/18/2002
Date of Patent: 05/31/2005

Patent: Method and apparatus for spinal distraction and fusion
Patent No.: 6921403
Patent Appl. No.: 10/309,416
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 12/03/2002
Date of Patent: 07/26/2005

Patent: Methods of performing procedures in the spine
Patent No.: 7014433
Patent Appl. No.: 09/848,556
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 03/03/2001
Date of Patent: 02/21/2006

Patent: Method and apparatus for providing posterior or anterior trans-sacral access to spinal vertebrae
Patent No.: 7087058
Patent Appl. No.: 10/459,149
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 06/10/2003
Date of Patent: 06/08/2006

Patent: Methods and apparatus for performing therapeutic procedures in the spine
Patent No.: 7309338
Patent Appl. No.: 10/430,841
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 05/06/2003
Date of Patent: 12/18/2007

Patent: Articulating Spinal Implant
Patent No.: 7329259
Patent Appl. No.: 10/990,705
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 11/17/2004
Date of Patent: 02/12/2008

Patent: Methods and apparatus for spinal distraction
Patent No.: 7473256
Patent Appl. No.: 10/971,765
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 01/09/2009

Patent: Methods and apparatus for manipulating material in the spine
Patent No.: 7500977
Patent Appl. No.: 10/972,044
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 05/12/2009

Patent: Method of Spinal Fixation
Patent No.: 7530993
Patent Appl. No.: 10/971,779
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 05/12/2009

Patent: Methods of performing procedures in the spine
Patent No.: 7547317
Patent Appl. No.: 11/386,431
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 03/21/2006
Date of Patent: 06/16/2009

Patent: Methods and apparatus for forming shaped axial bores through spinal vertebrae
Patent No.: 7569056
Patent Appl. No.: 10/853,476
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 05/25/2004
Date of Patent: 08/04/2009
Patent: Kits for enabling axial access and procedures in the spine
Patent No.: 7588574
Patent Appl. No.: 10/971,780
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 09/15/2009

Patent: Method and apparatus for spinal distraction and fusion
Patent No.: 7608077
Patent Appl. No.: 11/189,943
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 07/26/2005
Date of Patent: 10/27/2009

Patent: Method and apparatus for providing posterior or anterior trans-sacral access to spinal vertebrae
Patent No.: 7641657
Patent Appl. No.: 11/462,934
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 08/07/2006
Date of Patent: 01/05/2010

Patent: Guide pin for guiding instrumentation along a soft tissue tract to a point on the spine
Patent No.: 7,740,633
Patent Appl. No.: 10/971,781
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 06/22/2010

Patent: Spinal fusion kit for guiding instrumentation through soft tissue to a point on the spine
Patent No.: 7,763,025
Patent Appl. No.: 11/940,208
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 11/14/2007
Date of Patent: 07/27/2010
Patent: Articulating Spinal Implant
Patent No.: 7,727,263
Patent Appl. No.: 11/762,646
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 06/13/2007
Date of Patent: 06/01/2010

Patent: Articulating Spinal Implant
Patent No.: 7,744,599
Patent Appl. No.: 11/762,669
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 06/13/2007
Date of Patent: 06/29/2010

Patent: Methods and apparatus for performing therapeutic procedures in the spine
Patent No.: 7,794,463
Patent Appl. No.: 11/956,236
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 12/13/2007
Date of Patent: 09/14/2010

Patent: Guide pin introducer for guiding instrumentation through soft tissue to a point on the spine
Patent No.: 7,799,032
Patent Appl. No.: 11/940,265
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 11/14/2007
Date of Patent: 09/21/2010

Patent: Access kits for enabling axial access and procedures in the spine
Patent No.: 7,799,033
Patent Appl. No.: 11/942,488
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 11/19/2007
Date of Patent: 09/21/2010

Patent: Method and apparatus for manipulating material in the spine
Patent No.: 7,914,535
Patent Appl. No.: 12/367,397
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 02/06/2009
Date of Patent: 03/29/2011

Patent: Method and Apparatus For Providing Access To A Presacral Space
Patent No.: 8,034,055
Patent Appl. No.: 12/473,999
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 02/26/2009
Date of Patent: 10/11/2011

Patent: Spinal nucleus extraction tool
Patent No.: 8,052,613
Patent Appl. No.: 10/971,731
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 10/22/2004
Date of Patent: 11/08/2011

Patent: Methods And Apparatus For Performing Therapeutic Procedures In The Spine
Patent No.: 8,105,365
Patent Appl. No.: 10/971,731
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 08/13/2010
Date of Patent: 01/31/2012

Patent: Method and apparatus for spinal distraction and fusion
Patent No.: 8,292,928
Patent Appl. No.: 12/561,192
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 09/16/2009
Date of Patent: 10/23/2012

Patent: Method and apparatus for removable spinal implant extending between at least two adjacent vertebral bodies
Patent No.: 8,308,777
Patent Appl. No.: 12/870,000
Country: USA
Owner/Assignee: Quandary Medical LLC
Date Filed: 08/27/2010
Date of Patent: 11/13/2012

Patent: Methods And Apparatus For Performing Therapeutic Procedures In The Spine
(2) During the preceding three-year period, Obligor has used the following names:

None
SCHEDULE B

to Patent and License Security Agreement

LICENSEES

(None.)