

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3324984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRANK GUNTZ	01/13/2009
LAWRENCE BINDER	09/16/2003
MARK WEIMAN	01/27/2015
RECEIVING PARTY DATA	
Name:	GLOBUS MEDICAL, INC.
Street Address:	2560 GENERAL ARMISTEAD AVENUE
City:	AUDUBON
State/Country:	PENNSYLVANIA
Postal Code:	19403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14695196
CORRESPONDENCE DATA	
Fax Number:	(610)930-2042
<i>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.</i>	
Phone:	610-930-1800
Email:	balas@GLOBUSMEDICAL.COM
Correspondent Name:	GLOBUS MEDICAL, INC.
Address Line 1:	VALLEY FORGE BUSINESS CENTER
Address Line 2:	2560 GENERAL ARMISTEAD AVENUE
Address Line 4:	AUDUBON, PENNSYLVANIA 19403
ATTORNEY DOCKET NUMBER:	0218.092.0003
NAME OF SUBMITTER:	SUSAN KYTTLE
SIGNATURE:	/SUSAN KYTTLE/
DATE SIGNED:	04/24/2015
Total Attachments: 9	
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ASSIGNMENT

WHEREAS, We, Frank Guntz residing at 129 Winding Way, Telford, PA 18969; Lawrence Binder residing at 2043 Garfield Avenue, Croydon, PA 19021; and Mark Weiman residing at 106 Kylies Road, Coatesville, PA 19320, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on November 21, 2008, which application was assigned U.S. patent application serial number 12/275,348 is entitled CERVICAL SPINE STABILIZATION SYSTEM WITH EXTENDABLE PLATES;

AND WHEREAS, Globus Medical, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 2560 General Armistead Avenue, Audubon, PA 19403 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid

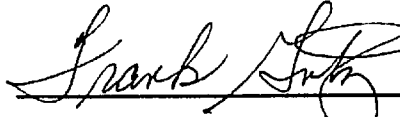
inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

We further authorize and direct the ASSIGNEE and its attorneys to insert above the application number of said application now identified as Docket No. 0218.092.0002 as soon as the same shall have been made known to them by the U.S. Patent and Trademark Office.

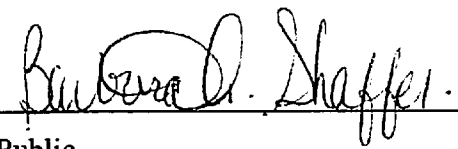
IN TESTIMONY WHEREOF, I have hereunto set my hand this 13 day of January, 2009.



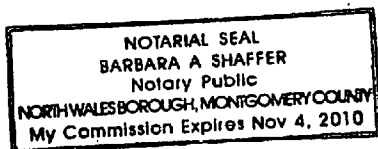
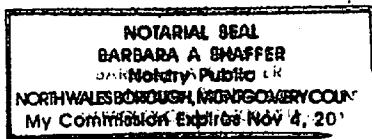
Frank Guntz

STATE OF PENNSYLVANIA)
)
 COUNTY OF MONTGOMERY)

On this 13th day of January, 2009 before me personally appeared Frank Guntz, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL] 

 Notary Public



IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of

_____, 2015.

Lawrence Binder



**CONFIDENTIALITY, INNOVATION, NON-DISCLOSURE,
NON-SOLICITATION AND NON-COMPETITION AGREEMENT**

In consideration of my employment with Globus Medical, the receipt and sufficiency of which consideration I hereby acknowledge, I agree as follows:

ACKNOWLEDGEMENTS:

I acknowledge that: (1) Globus Medical's business encompasses a broad range of technologies, products and services that Globus Medical now provides and may in the future develop internally or obtain through acquisitions, merger, sub-contracting or otherwise; (2) Globus Medical is in a highly competitive industry; (3) Globus expends substantial time and money, on an ongoing basis, to train its employees, to develop medical, bone implant and endoscopic technologies, products and services, including, but not limited to plates, screws, intramedullary nails, external fixation devices, percutaneous devices, craniofacial implants, mandible implants, spinal implants, and minimally invasive and endoscopic products, to develop and maintain a database of prospects, maintain and expand its customer base, and improve and develop its products, technologies, and services; (4) during my employment with Globus Medical, I will have access to, receive, learn, develop and/or conceive technical, customer, prospect, financial or other information that is proprietary and confidential to Globus Medical, (5) this information must be kept in strict confidence to protect Globus Medical business and maintain its competitive position in the marketplace, and this information would be useful to Globus Medical's existing and potential competitors for indefinite periods of time; (6) Globus Medical would be irreparably harmed by my subsequent employment by a competitor of Globus Medical, regardless of position or territory, due to the high likelihood that there would be inadvertent or other disclosures of Globus Medical proprietary and confidential information; (7) I have received adequate consideration for signing this agreement; (8) the restrictions in this agreement are reasonable and necessary to protect Globus Medical's legitimate business interests.

CONFIDENTIALITY:

I understand that Globus Medical's proprietary and confidential information includes: (1) the identity of customers and prospects, their specific requirements, and the names, addresses and telephone numbers of individual contacts; (2) prices, renewal dates and other detailed terms of customer and supplier contracts and proposals; (3) pricing policies, methods of delivering services and products, marketing and sales strategies, product and technical know-how, product technology and product development strategies; (4) physical security systems, access control systems, network and other equipment designs; (5) employment and payroll records; (6) forecasts, budgets and other non-public financial information; product performance information, product technical information and product know-how; and (7) expansion plans, management policies and other business strategies and policies. At all times during and after my employment with Globus Medical, I will not disclose or communicate any of this information to any competitor or other third party, or use or refer to any of this information for any purpose, or remove materials containing any of this information from Globus Medical's premises, except as necessary for me to properly perform services to Globus Medical during my employment. Upon termination of my employment, I will immediately return to Globus Medical



all correspondence files, business card files, customer and prospect lists, price lists, software, manuals, technical data, forecasts, budgets, notes and other materials that contain any of this information, and I will not retain any copies of those materials. I understand that these provisions apply even to information of this type that is developed or conceived by me, alone, or with others, at Globus Medical's instruction or otherwise. I also understand that these provisions apply to all information I may receive that is confidential or proprietary to any customer or other company who does business with Globus Medical.

NO SOLICITATION OF CUSTOMERS AND PROSPECTS:

I will not, for a period of one year after my employment with Globus Medical terminates for any reason, solicit or contact, directly or through others, for the purpose of competing or interfering with any part of Globus Medical's business, (1) any customer of Globus Medical at any time during the last three years of my employment; (2) any prospect that received or requested a proposal or offer from Globus Medical at any time during the last three years of my employment; (3) any affiliate of any such customer or prospect, or (4) any of the individual customer or prospect contacts I established during my employment with Globus Medical.

INNOVATION AND NON-DISCLOSURE AGREEMENT:

As part of this agreement I agree and understand that any and all inventions and business innovations developed by me during my employment are the property of the company. In accordance I agree:

(1) to disclose and assign to Globus Medical as its exclusive property, all inventions and technical or business innovations, including computer software developed or conceived by me solely or jointly with others on company time or on my own time during the period of my employment, (a) that are along the lines of businesses, work or investigations of Globus Medical or its affiliates to which my employment relates, or as to which I may receive information due to my employment, or (b) that result from or are suggested by any work which I may do for Globus Medical or (c) that are otherwise made through the use of Globus Medical time, facilities or materials;

(2) to execute all necessary papers and otherwise provide proper assistance (at Globus Medical's expense), during and subsequent to my employment, to enable Globus Medical to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions or innovations in any and all countries;

(3) to make and maintain for Globus Medical adequate and current written records of all such inventions or innovations as set forth in Globus Medical's operating guidelines

(4) upon any termination of my employment to deliver to Globus Medical promptly all items which belong to Globus Medical or which by their nature are for the use of Globus Medical employees only, including, without limitation, all written and other materials which are of a secret or confidential* nature relating to the business of the Company or its affiliates;



(5) not to use, publish or otherwise disclose (except as my Globus Medical duties may require) either during or subsequent to my employment, any secret or confidential information or data of Globus Medical or any information or data of others, such as, but not limited to, sales dollars or units, product technology or product development, project information, manufacturing methods or technology, reports or reporting systems, which Globus Medical is obligated to maintain in confidence; and

(6) not to disclose or utilize in my work with Globus Medical any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this agreement.

NO COMPETITION:

I am employed by Globus Medical in a key management or technical position and I agree I will not, for a period of one year after my employment terminates for any reason, work for (as an employee, consultant, contractor, agent or representative) any competitor of Globus Medical. Competitors shall be deemed any person or entity that now, or in the future, sells, or intends to sell, orthopedic, bone fixation, maxillofacial medical, endoscopic and/or spinal implant device or instrumentation technologies, products, or services.

FORMER EMPLOYERS:

I will not disclose to Globus Medical or use for its benefit any information that, to my knowledge, is proprietary or confidential to any of my former employers, without proper consent. I have not signed any non-competition or other contract that prohibits me from being employed by Globus Medical or assigning my works and ideas to Globus Medical.

REMEDIES:

I acknowledge that it would be extremely difficult to measure the damages that might result from any breach by me of this agreement, and that breach may cause irreparable injury to Globus Medical that could not be compensated by money damages. Therefore, Globus Medical will be entitled to enforce this agreement by obtaining a court order prohibiting me (and any other involved) from breaching this agreement. If a court decides that any provision of this agreement is not enforceable for any reason, then the rest of this agreement will not be affected. If a court decides that any provision of this agreement is not enforceable due to my state of residence or employment, then the provision will have no effect only while I am a resident of or employed in that state. If a court decides that any provision of this agreement is too broad, then the court may limit that provision and enforce it as limited.

ATTORNEY'S FEES:


I agree to indemnify Globus Medical for its reasonable attorney's fees and costs incurred in enforcing the terms of this agreement should I violate any of its terms.

I intend to be legally bound by this agreement, and I intend this to be a sealed instrument. This agreement will be governed by Pennsylvania law applicable to contracts entered into and performed in Pennsylvania. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of Globus



Medical. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assignees.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.


Signature

Larry Binder
Printed Name

09/16/03
Date

* These terms are used in the ordinary sense, without limitation. Examples of materials, information and data which may be of a secret or confidential nature are: writings, drawing, manuals, notebooks, reports, audio/video work, prototypes, models, inventions, formulas, processes, machines, compositions, computer software, microfiche, accounting methods, business plans and information systems including such materials, information and data which are in machine readable form or otherwise and any information gained through discussions and/or meetings.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27 day of
January, 2015.



Mark Weiman