

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3424868

|  |                       |                       |
|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                  | NEW ASSIGNMENT        |                       |
| <b>NATURE OF CONVEYANCE:</b>                             | ASSIGNMENT            |                       |
| <b>CONVEYING PARTY DATA</b>                              |                       |                       |
| <b>Name</b>  |                       | <b>Execution Date</b> |
| SIMPIRICA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC |                       | 04/08/2015            |
| <b>RECEIVING PARTY DATA</b>                              |                       |                       |
| <b>Name:</b>   | EMPIRICAL SPINE, INC. |                       |
| <b>Street Address:</b>                                   | 168 ELENOR DRIVE      |                       |
| <b>City:</b>   | WOODSIDE              |                       |
| <b>State/Country:</b>                                    | CALIFORNIA            |                       |
| <b>Postal Code:</b>                                      | 94062                 |                       |
| <b>PROPERTY NUMBERS Total: 34</b>                        |                       |                       |
| <b>Property Type</b>                                     | <b>Number</b>         |                       |
| Patent Number:   | 8029541               |                       |
| Patent Number:   | 8454660               |                       |
| Patent Number:   | 8187307               |                       |
| Patent Number:   | 8162982               |                       |
| Patent Number:   | 8790372               |                       |
| Patent Number:   | 8403961               |                       |
| Patent Number:   | 8403964               |                       |
| Patent Number:   | 8187305               |                       |
| Patent Number:   | 8308771               |                       |
| Patent Number:   | 8394128               |                       |
| Patent Number:   | 8529607               |                       |
| Patent Number:   | 8562653               |                       |
| Patent Number:   | 8529606               |                       |
| Patent Number:   | 8668719               |                       |
| Patent Number:   | 8696710               |                       |
| Application Number:                                      | 13889581              |                       |
| Application Number:                                      | 13274171              |                       |
| Application Number:                                      | 13073620              |                       |
| Application Number:                                      | 13457163              |                       |
| Application Number:                                      | 13648061              |                       |

PATENT

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13037039 |
| Application Number: | 13760919 |
| Application Number: | 13095604 |
| Application Number: | 13963786 |
| Application Number: | 14024456 |
| Application Number: | 13962847 |
| Application Number: | 14162658 |
| Application Number: | 14193243 |
| Application Number: | 13963770 |
| Application Number: | 13963797 |
| Application Number: | 14673546 |
| Application Number: | 14732633 |
| Application Number: | 14598932 |
| Application Number: | 14662018 |

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)493-6811

*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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**Email:** herwin@wsgr.com

**Correspondent Name:** WILSON SONSINI GOODRICH & ROSATI

**Address Line 1:** 650 PAGE MILL ROAD

**Address Line 4:** PALO ALTO, CALIFORNIA 94304-1050

**ATTORNEY DOCKET NUMBER:** 48626-700

**NAME OF SUBMITTER:** HEATHER ERWIN

**SIGNATURE:** /Heather Erwin/

**DATE SIGNED:** 07/02/2015

#### **Total Attachments: 6**

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**PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (the "**Agreement**") is made as of April 8, 2015, by and between Simpirica (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Simpirica Spine, Inc. (the "**Seller**"), and Empirical Spine, Inc. (the "**Buyer**"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of April   , 2015, (the "**Asset Purchase Agreement**"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, by resolution of the board of directors of Simpirica Spine, Inc., a Delaware corporation ("**Simpirica Spine**"), and with the consent of the stockholders of Simpirica Spine, on November 21, 2015, Simpirica Spine, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Seller, and in so doing has also designated Seller to act as the assignee for the benefit of creditors of Simpirica Spine (the "**General Assignment**");

**WHEREAS**, pursuant to the terms of the General Assignment Agreement all of Simpirica Spine's right, title and interest in its assets were assigned to Seller, including Simpirica Spine's patents and patent applications and related rights, including rights to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Seller; and

**WHEREAS**, Seller is selling certain Simpirica Spine assets acquired pursuant to the General Assignment to Buyer pursuant to the Asset Purchase Agreement and Buyer and Seller desire to memorialize the transfer to Buyer of all patents and patent applications and related rights, including to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Buyer.

**NOW, THEREFORE, BE IT KNOWN**, pursuant to the Asset Purchase Agreement, Seller has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Buyer, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all patent rights in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by Seller immediately prior to the consummation of the Asset Purchase Agreement, including without limitation those set forth in **Schedule A** hereto, and to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Buyer, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, rights in revocation proceedings, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any Letter Patents (as defined below), patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made ("**Letter Patents**"); (2) the

**PATENT**

full and complete right to file patent applications in the name of Seller and Simpirica Spine or its designee, at Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

**AND** Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Simpirica (assignment for the benefit of creditors), LLC has caused this Patent Assignment Agreement to be signed by its duly authorized manager as of April 6, 2015.

**SELLER:**

Simpirica (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Simpirica Spine, Inc.

By: [Signature]

Its: [Signature]

**BUYER:**

Empirical Spine, Inc.

By: [Signature]

Its: [Signature]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

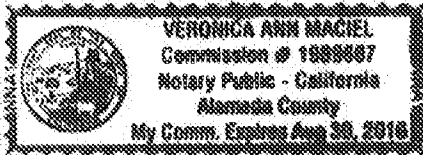
On April 6<sup>th</sup> 2015 before me, Veronica Ann Maciel, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Todd Alamin  
Name(s) of Signer(s)

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/she/they executed the same in his/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: Veronica Ann Maciel  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Patent Assignment Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On April 8, 2015

before me

Carissa Kozacek

(insert name and title of the officer)

personally appeared

Michael A Mady

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/she/they executed the same in his/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.

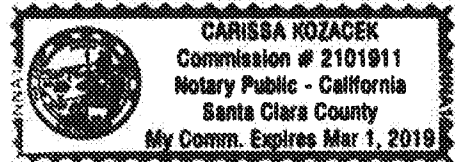
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carissa Kozacek

(Seal)



PATENT

REEL: 035974 FRAME: 0818

# Schedule A

## Patents and Patent Applications

| Issued / Allowed US and Foreign Patents |         |            |       |
|---|---------|------------|-------|
| Docket No.                              |         | Patent No. | Type  |
| Simpirica                               | WSGR    |            |       |
| 210US                                   | 704/201 | 7,458,981  | US    |
| 220US                                   | 704/401 | 8,216,275  | US    |
| 230US                                   | 704/301 | 8,105,363  | US    |
| 231US                                   | 704/302 | 8,486,110  | US    |
| 110US                                   | 703/201 | 8,029,541  | US    |
| 111US                                   | 703/401 | 8,454,660  | US    |
| 120US                                   | 703/501 | 8,523,904  | US    |
| 120EP                                   | 703/612 | 2081508    | EP    |
| 120JP                                   | 703/762 | 5,220,754  | Japan |
| 130EP                                   | 703/613 | 2081509    | EP    |
| 131US                                   | 703/502 | 8,187,307  | US    |
| 131EP                                   | 703/615 | 10765340.4 | EP    |
| 141US                                   | 703/503 | 8,162,982  | US    |
| 143US                                   | 703/403 | 8,790,372  | US    |
| 410US                                   | 705/201 | 8,403,961  | US    |
| 421US                                   | 705/301 | 8,403,964  | US    |
| 610US                                   | 706/201 | 8,187,305  | US    |
| 710JP                                   | 707/761 | 5,466,229  | Japan |
| 710US                                   | 707/201 | 8,308,771  | US    |
| 810EP                                   | 708/611 | 2296567    | EP    |
| 810JP                                   | 708/761 | 5,466,228  | Japan |
| 910EP                                   | 709/611 | 2328494    | EP    |
| 1010US                                  | 710/301 | 8,394,128  | US    |
| 1110JP                                  | 711/761 | 5555711    | Japan |
| 1210US                                  | 712/301 | 8,529,607  | US    |
| 1310US                                  | 713/201 | 8,562,653  | US    |
| 1410US                                  | 714/201 | 8,529,606  | US    |
| 1510US                                  | 715/201 | 8,668,719  | US    |
| 1610US                                  | 716/201 | 8,696,710  | US    |
| 1610EP                                  | 716/611 | 11831613.2 | EP    |

| Pending US and Foreign Patent Applications |          |                    |       |
|--|----------|--------------------|-------|
| Docket No.                                 |          | Application Number | Type  |
| Simpirica                                  | WSGR     |                    |       |
| 232US                                      | 703/303  | 13/958,323         | US    |
| 110EP                                      | 703/611  | 07844408.0         | EP    |
| 112US                                      | 703/302  | 13/889,581         | US    |
| 121JP                                      | 703/766  | 2013-43912         | Japan |
| 140EP                                      | 703/614  | 07854186.9         | EP    |
| 142US                                      | 703/301  | 13/274,171         | US    |
| 410EP                                      | 705/611  | 08746344.4         | EP    |
| 411JP                                      | 705/7611 | 2013-248835        | Japan |
| 420EP                                      | 705/612  | 10807053.3         | EP    |
| 420JP                                      | 705/762  | 2012-523715        | Japan |
| 430US                                      | 705/502  | 13/073,620         | US    |
| 610EP                                      | 706/611  | 09759557.3         | EP    |
| 611US                                      | 706/401  | 13/857,163         | US    |
| 710EP                                      | 707/611  | 09759572.2         | EP    |
| 711JP                                      | 707/7611 | 2014-10455         | Japan |
| 711US                                      | 707/401  | 13/648,061         | US    |
| 910US                                      | 709/301  | 13/037,039         | US    |
| 910JP                                      | 709/761  | 2011-526200        | Japan |
| 1010EP                                     | 710/611  | 09826756.0         | EP    |
| 1010JP                                     | 710/761  | 2011-535799        | Japan |
| 1011US                                     | 710/401  | 13/760,919         | US    |
| 1110US                                     | 711/301  | 13/095,604         | US    |
| 1110EP                                     | 711/611  | 09828370.8         | EP    |
| 1210EP                                     | 712/611  | 10736537.1         | EP    |
| 1211US                                     | 712/302  | 13/963,286         | US    |
| 1310EP                                     | 713/611  | 10751375.6         | EP    |
| 1310JP                                     | 713/761  | 2011-554162        | Japan |
| 1311US                                     | 713/301  | 14/074,456         | US    |
| 1410EP                                     | 714/611  | 10751344.2         | EP    |
| 1411US                                     | 714/301  | 13/962,847         | US    |
| 1511US                                     | 715/301  | 14/162,658         | US    |
| 1611US                                     | 716/301  | 14/193,243         | US    |
| 1810US                                     | 718/301  | 13/963,770         | US    |
| 1810EP                                     | 718/611  | 12781944.9         | EP    |
| 2010US                                     | 720/301  | 13/963,797         | US    |
| 2010EP                                     | 720/611  | 12750273.0         | EP    |

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