

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2


EPAS ID: PAT3481094

<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 SPINE, INC.	04/08/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EMPIRICAL SPINE, INC.	
<b>Street Address:</b>	168 ELEANOR DRIVE	
<b>City:</b>	WOODSIDE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94062	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13958323
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)212-7562	
<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>		
<b>Phone:</b>	(650) 212-1700	
<b>Email:</b>	info@shayglenn.com	
<b>Correspondent Name:</b>	SHAY GLENN LLP	
<b>Address Line 1:</b>	2755 CAMPUS DRIVE, SUITE 210	
<b>Address Line 4:</b>	SAN MATEO, CALIFORNIA 94403	
<b>ATTORNEY DOCKET NUMBER:</b>	10220-715.302 (S04-117)	
<b>NAME OF SUBMITTER:</b>	MARY BUGGIE	
<b>SIGNATURE:</b>	/W. Benjamin Glenn, Reg. No. 44,713/	
<b>DATE SIGNED:</b>	08/12/2015	
<b>Total Attachments: 12</b>		
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source=S04-117\_10220-715-302\_Assignment\_Simpirica\_Empirical#page11.tif  
source=S04-117\_10220-715-302\_Assignment\_Simpirica\_Empirical#page12.tif

RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):  <b>(1) Simpirica Spine, Inc. (04/08/2015)</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <b>Empirical Spine, Inc.</b> <b>168 Eleanoar Drive</b> <b>Woodside, CA 94062</b>	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Name and address of receiving party(ies): Name: Street Address: City: State: Zip: Country: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Application No.(s) – <b>13/958,323</b> Title: <b>METHODS AND SYSTEMS FOR CONSTRAINT OF SPINOUS PROCESSES WITH ATTACHMENT</b>		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>W. Benjamin Glenn</b> <b>Shay Glenn LLP</b> <b>2755 Campus Drive, Suite 210</b> <b>San Mateo, CA 94403</b>		6. Total number of applications and patents involved: <u>1</u>	
		7. Total fee (37 CFR 3.41): \$0.00 <input checked="" type="checkbox"/> Charge any required fees to <b>Deposit Account 50-4050.</b>	
DO NOT USE THIS SPACE			
8. Statement and signature.  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <b>W. Benjamin Glenn, Reg. No. 44,713</b>  <u>August 12, 2015</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <b>12</b>			

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

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;

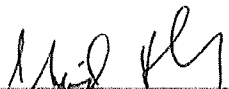
**AND** Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

*[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: 

Its: 

**BUYER:**

Empirical Spine, Inc.

By: Todd Alamin

Its: 

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

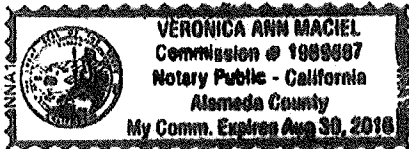
On April 6<sup>th</sup> 2015 before me, Veronica Ann Maciel, Notary Public  
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature: Veronica Ann Maciel  
Signature of Notary Public

## 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

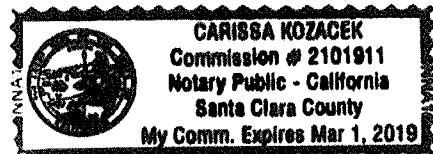
On April 8, 2015 before me Carissa Kozacek  
(insert name and title of the officer)

personally appeared Michael A Maily  
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)





## Schedule A

### Patents and Patent Applications

Issued / Allowed US and Foreign Patents			
Docket No.		Patent No.	Type
Simplifica	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
Simplifica	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	13/457,163	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	13/963,786	US
1310EP	713/611	10751375.6	EP
1310JP	713/761	2011-554162	Japan
1311US	713/301	14/024,456	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

**EXHIBIT 9.1 (d)**

**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This Trademark and Domain Name 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 requisite number of stockholders of Simpirica Spine, on November 21, 2015, Simpirica Spine, in accordance with the assignment for benefit of creditor 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**, 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 of all trademarks, domain names, and related rights thereto to Buyer.

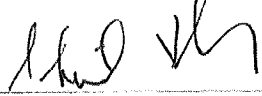
**NOW, THEREFORE, BE IT KNOWN**, Buyer and Seller hereby agree that pursuant to the Asset Purchase Agreement, Seller has conveyed, assigned, transferred, delivered and set over to Buyer, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights, domain name rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller immediately prior to the consummation of the Asset Purchase Agreement, including without limitation those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks and domain names.


[Signature Page Follows]

IN WITNESS WHEREOF, Simpirica (assignment for the benefit of creditors), LLC has caused this Trademark and Domain Name Assignment Agreement to be signed by its duly authorized manager as of the date first written above.

**SELLER:**

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

By: 

Its: 

**BUYER:**

Empirical Spine, Inc.

By: 

Its: 

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

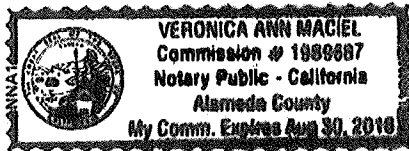
CIVIL CODE § 1189

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 Ted d 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: Trademark and Domain Name Assignment Agreement

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

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

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

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

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

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

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

## ACKNOWLEDGMENT

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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 Mandy  
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.

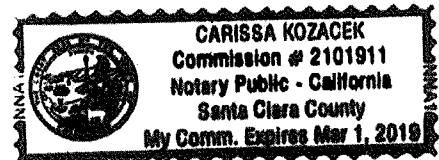
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carissa Kozacek

(Seal)



## **Schedule A**

### ***Trademarks & Domain Names***

#### **Trademarks**

- **Simpirica®**
  - US Registration No. 3934720 - Registration Date: March 22, 2011
  - EU Application No. 006535637 - Registration Date: November 21, 2008
- **Limiflex®**
  - US Registration No. 3845748 - Registration Date: September 7, 2010
  - EU Application No. 007548291 - Registration Date: March 16, 2010

#### **Domain Names**

- **Simpirica.com**
- **Simpiricaspine.com**
- **Simpirica.de**
- **Simpiricaspine.de**
- **Limiflex.com**
- **Limiflex.de**