#### 11/11/2015 503564768

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3611395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JASON BLAIN	02/23/2011

# **RECEIVING PARTY DATA**

Name:	SPINAL ELEMENTS, INC.
Street Address:	3115 MELROSE DRIVE
Internal Address:	SUITE 200
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92010

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29515551

#### CORRESPONDENCE DATA

Fax Number: (949)760-9502

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: 9497600404

Email: EFILING@KNOBBE.COM

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	QORTHO.109DD2
NAME OF SUBMITTER:	DEVANIE DUFOUR
SIGNATURE:	/Devanie DuFour/
DATE SIGNED:	11/11/2015

# **Total Attachments: 3**

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#### ASSIGNMENT

Jason BLAIN, residing at 3875 Copper Crest Rd., Encinitas, CA 92024 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>METHODS AND APPARATUS FOR STABILIZING BONE</u>, and which is a:

(1)	provisional application				
	(a) to be filed herewith; or				
	(b)				
(2)	⊠ non-provisional application				
	(a)  to be filed herewith; or				
	(b)  bearing Application No. 13/033,791 ,	and			
	filed on February 24, 2011 and Attorney Docket N	Ιο.			
	SPFI-001/00HS 304826-2001				

WHEREAS, Spinal Elements, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2744 Loker Avenue West, Suite 100, Carlsbad, CA 92010 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

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- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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# Attorney Docket No. SPEI-001/00US 304826-2001

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Date: 2/23/11 By:	July 5	
	Jason BLAIN	
State of <u>California</u>		
County of San Diego		
On February 23,2011, before me,	K.D. Maaughlin	
Notary Public, personally appeared Jasor	1 Blain	
personally known to me or proved to me on the basis of satisfactory evidence, to be the		
person(s) whose name(s) is lare subscribed to the within instrument and acknowledged to		
me that he 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.		
WITNESS my hand and official seal.	K. D. MCLAUGHLIN COMM. #1738269 NOTARY PUBLIC-CAUFORNIA SAN DIEGO COUNTY My Comm. Expres April 12, 2011	
K.D. McLaughten		
Signature of Notary Public	Place Notary Seal Above	
My Commission Expires: 4/12/2011	-	

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**RECORDED: 11/11/2015**