PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GEORGE MAKRIS	12/04/2008
ALASTAIR J.T. CLEMOW	11/13/2008
CASEY K LEE	12/04/2008

RECEIVING PARTY DATA

Name:	NEXGEN SPINE, INC.
Street Address:	9 WHIPPANY ROAD - SUITE 11
City:	WHIPPANY
State/Country:	NEW JERSEY
Postal Code:	07981

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14455815

CORRESPONDENCE DATA

Fax Number: (631)501-3526

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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Correspondent Name: CARTER, DELUCA, FARRELL & SCHMIDT LLP 445 BROAD HOLLOW ROAD - SUITE 420

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ATTORNEY DOCKET NUMBER:	1449-462 PCT US DIV	
NAME OF SUBMITTER:	DANA A. BRUSSEL	
SIGNATURE:	/dana a. brussel/	
DATE SIGNED:	01/19/2016	

Total Attachments: 2 source=00852051#page1.tif

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PATENT 503654226 REEL: 037521 FRAME: 0402

A-10326

<u>Assignment</u>

WHEREAS, I/We Casey K. LEE, George MAKRIS, Alasteir J.T. CLEMOW have made an invention entitled intervertebral Disc Replacement and Associated Instrumentation for which I/We have filed applications for Letters Patent April 23, 2008 U.S. Patent Application No. 12/091,298 and International Patent Application No. PCT/US2006/041540 and

WHEREAS. Nexgen Spine, Inc. ("ASSIGNEE"), a citizen of or a corporation or other business entity duly registered in the State of New Jersey, whose postal address is 9 Whippany Road, Suite 11, Whippany, New Jersey 07981, desires to acquire the entire right, title, and interest in and to the Invention, the applications, and any Letters Patent to be granted for the invention in the United States and in all foreign countries;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid to me/us by ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which I/We acknowledge, I/We, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the invention, the applications, all applications claiming benefit of either or both of the applications, including, but not limited to, all divisions and continuations and all Letters Patent that may be granted thereon in the United States and in all foreign countries, and all reissues thereof, together with the right to claim priority under the international Convention in all member countries; and I/We authorize and request the Director of the United States Patent and Trademark Office to issue all Letters Patent for the invention to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

AND I/We covenant and agree that I/We have the full right to convey the entire right, title, and interest herein assigned and that I/We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND I/We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, I/We will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the invention in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and/or assigns any facts known to me/us regarding the invention, testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in ASSIGNEE, its successors, legal representatives, and/or assigns, execute all divisional, continuation, and reissue applications, and make all rightful caths, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns.

IN WITNESS WHEREOF, I/We have executed this Assignment on the date(s) indicated below.

Signature: Signature: Date: 12/04/08 Date: 12/04/08

Full Name: Casey K LEE Full Name: George MAKRIS

Address: c/o Nexgen Spine, Inc. Address: c/o Nexgen Spine, Inc.

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Whippany, New Jersey 07981 Whippany, New Jersey 07981

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March Ma		
Signature: Wayah May	Signature:	
Date: 1/13/09	Date:	777
Full Name: Alastair J.T. CLEMOW		, www
	Full Name:	
Address: <u>c/o Nexcen Spine, Inc.</u>	Address:	
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Whippany, New Jersey 07981		•••
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PATENT REEL: 037521 FRAME: 0404

RECORDED: 01/19/2016