

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3877551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL DAVENPORT	05/09/2016
DUNCAN SIBSON	06/01/2009
CHAD GLERUM	05/03/2016
JASON GRAY	05/03/2016
JASON PASTOR	05/03/2016
DEREK MARTZALL	05/03/2016
JASON ZAPPACOSTA	05/11/2016
MARK MICCIO	05/17/2016
COLM MCLAUGHLIN	05/03/2016
RECEIVING PARTY DATA	
Name:	GLOBUS MEDICAL, INC.
Street Address:	2560 GENERAL ARMISTEAD AVENUE
Internal Address:	VALLEY FORGE BUSINESS CENTER
City:	AUDUBON
State/Country:	PENNSYLVANIA
Postal Code:	19403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15144014
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:	6109301800
Email:	skyttle@globusmedical.com
Correspondent Name:	GLOBUS MEDICAL, INC.
Address Line 1:	2560 GENERAL ARMISTEAD AVENUE
Address Line 4:	AUDUBON, PENNSYLVANIA 19403
ATTORNEY DOCKET NUMBER:	0218.337.0010

NAME OF SUBMITTER:	SUSAN KYTTLE
SIGNATURE:	/Susan Kytte/
DATE SIGNED:	05/18/2016
Total Attachments: 16 source=ExecAssign_3370010_051816#page1.tif source=ExecAssign_3370010_051816#page2.tif source=ExecAssign_3370010_051816#page3.tif source=ExecAssign_3370010_051816#page4.tif source=ExecAssign_3370010_051816#page5.tif source=ExecAssign_3370010_051816#page6.tif source=ExecAssign_3370010_051816#page7.tif source=ExecAssign_3370010_051816#page8.tif source=ExecAssign_3370010_051816#page9.tif source=ExecAssign_3370010_051816#page10.tif source=ExecAssign_3370010_051816#page11.tif source=ExecAssign_3370010_051816#page12.tif source=ExecAssign_3370010_051816#page13.tif source=ExecAssign_3370010_051816#page14.tif source=ExecAssign_3370010_051816#page15.tif source=ExecAssign_3370010_051816#page16.tif	

ASSIGNMENT

WHEREAS, We, Daniel Davenport residing at 73 College Avenue, Collegeville, PA 19426; Duncan Sibson residing at 34 Green Lane, Malvern PA 19355; Chad Glerum residing at 1001 Cedar Lea Court, Pennsburg, PA 18073; Jason Gray residing at 521 Washington Street, East Greenville, PA 18041; Jason Pastor residing at 522 Wellesley Road, Philadelphia, PA 19119; and Derek Martzall residing at 1055 Fritztown Road, Sinking Spring, PA 19608; Jason Zappacosta residing at 607 North 16th Street, Apt. C., Philadelphia, PA 19130; Mark Miccio residing at 73 Stuart Street, Lynbrook, NY 11563; and Colm McLaughlin residing at 302 Roslyn Avenue, Glenside, PA 19038, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on **May 2, 2016**, which application was assigned U.S. patent application serial number **15/144,014** and is entitled **EXPANDABLE INTERVERTEBRAL IMPLANT**;

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. **0218.337.0010** 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 9th day of
May, 2016.



DANIEL DAVENPORT



GLOBUS MEDICAL, INC.
NO COMPETITION AND NON-
DISCLOSURE AGREEMENT

Valley Forge Business Center
2560 General Armstrong Ave
Audubon, PA 19403
Ph: (610) 415-9000
Fax: (610) 930-1697
<http://www.globusmedical.com>

This No Competition and Non-Disclosure Agreement ("NCND Agreement") is made and entered into between Globus Medical, Inc. (the "Company") and Duncan Sibson ("Employee") effective 06/1/2009 ("Effective Date").

ACKNOWLEDGEMENTS & DEFINITIONS

- A. The Company is engaged in the design, development, production, distribution and sale of products and services for spine surgery ("Products").
- B. Employee performs services for and on behalf of the Company, either as a direct employee or through an independent service contract, for which Company compensates Employee. For purposes of this NCND Agreement the Employee's performance of services and receipt of compensation from the Company will be defined as the Employment Agreement (the "Employment Agreement") between the Employee and the Company, whether or not a written employment agreement exists between the Employee and the Company governing said services and compensation.
- C. For purposes of this NCND Agreement, the No Competition Territory ("No Competition Territory") shall be defined as the geographic area assigned to the Employee within the most recent 12 months of their employment. In the event that the Employee has been assigned certain accounts and not a geographic area, the No Competition Territory shall be defined as the geographic area within a 10-mile radius of each assigned account. In the event the Employee has not been assigned specific accounts or a specific geographic region, the No Competition Territory shall be defined as the United States of America.
- D. Employee has received good and sufficient consideration from Company, including one or more of the following: an offer of employment; continued employment; salary; health insurance benefits; bonuses; sales commissions; and stock options.
- E. For purposes of this NCND Agreement, Medical Personnel ("Medical Personnel") shall be defined as orthopedic surgeons, neuro-surgeons, physicians, nurses and other medical personnel involved in the implantation and other handling and usage of the Products.
- F. For purposes of this NCND Agreement, Hospitals ("Hospitals") shall be defined as hospitals, surgery centers, medical centers and other health care facilities that purchase Products and the location at which Medical Personnel perform services related to the implantation and other handling and usage of the Products.
- G. Employee will have access to confidential, proprietary and trade secret information ("Confidential Information") belonging to the Company, including Confidential Information

developed by the Employee (see Section 2.2 below). Such Confidential Information includes, but is not limited to: customer lists; product specifications and attributes; pricing information; technology development plans; forecasts; financial information; sales strategies and techniques; business records; models; prototypes; schematics; manuals; handbooks; literature; vendors; business terms between Company and suppliers; business terms between Company and Hospitals; business terms between Company and distributors; business terms between Company and Medical Personnel. Employee acknowledges that Company owns such Confidential Information and that Employee has no ownership interest in such Confidential Information. Furthermore, Employee acknowledges that the disclosure of such Confidential Information to unauthorized third parties, including Competitive Companies (as defined below) would cause great and irreparable harm to the Company. Furthermore, Employee acknowledges that Company has a legitimate business interest in the protection of the Confidential Information.

- H. Employee will receive information and be trained in the highly technical, competitive and specialized business of spine surgery and spinal implants and instrumentation.

NO COMPETITION & NO SOLICITATION COVENANT

- 1.1 **Competitive Activity.** For purposes of this NCND Agreement, Competitive Activity ("Competitive Activity") shall be defined as participation in, performance of services for, employment by, ownership of any interest in, or assistance, promotion or organization of, any person, partnership, corporation, firm, limited liability company, association or other business entity that manufactures, sells, markets or distributes products or services used in spine surgery ("Competing Company"); provided that the purchase for investment of not more than five (5%) percent of the total capital stock of such Competing Company whose stock is publicly traded shall not constitute a Competitive Activity.
- 1.2 **No Competition Period.** For purposes of this NCND Agreement, the No Competition Period ("No Competition Period") shall be during the term of the Employment Agreement and the 12-month period immediately following the termination of the Employment Agreement.
- 1.3 **No Competition or Solicitation Covenant.** Employee agrees not to engage in any Competitive Activity with any Competing Company during the No Competition Period in the No Competition Territory. Furthermore, during the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, solicit, call on, interfere with, or attempt to divert, entice away, sell to or market to any customer, Hospital or Medical Personnel in the No Competition Territory.
- 1.4 **No Solicitation of Company's Employees or Employees.** During the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, employ or offer to employ in any capacity; contact or recommend for employment with a Competitive Company; contact or recommend for the purposes of entering into a contractual relationship with a Competitive Company; solicit, call on, interfere with, or attempt to divert, or entice away; any individuals who were employees, independent contractors, representatives or employees of the Company or of any of the Company's distributors on the

date that the Employment Agreement was terminated or for the 12-month period immediately preceding the termination of the Employment Agreement.

NON-DISCLOSURE COVENANT

- 2.1 **Use of Confidential Information.** Both during the term of the Employment Agreement and after the termination of the Employment Agreement, Employee agrees not to use any Confidential Information except as required to perform its obligations as an Employee of the Company, or disclose to any individual, corporation, partnership or other entity any Confidential Information belonging to the Company, unless Employee is required to make such disclosure pursuant to judicial process. Notwithstanding the foregoing, immediately upon receipt of subpoena or other judicial process requiring disclosure of Confidential Information belonging to Company, Employee shall deliver written notice and a complete copy of such process to the Company and before responding to such process, allow the Company to take such action as they may deem appropriate under the circumstances to protect their interests in the Confidential Information requested for disclosure.
- 2.2 **Development of Intellectual Property.** Employee may make, discover or develop inventions, ideas, trade secrets, financial materials, computer programs, discoveries, developmental improvements, know-how, processes and devices related to or used in the conduct of Employee's performance of services for and on behalf of the Company ("Developments"). The Employee agrees to disclose fully and promptly to the Company any said Developments. Furthermore, Employee agrees that the Company is the sole and exclusive owner of said Developments; the Employee retains no ownership in said Developments; and said Developments become part of the Company's Confidential Information for purposes of this NCND Agreement. Company and Employee agree that if the Developments or any portion thereof are copyrightable, it shall be deemed "work for hire" as such term is defined in the U.S. Copyright Act. The Employee shall execute and deliver to the Company any and all licenses, applications, assignments and other documents and take any and all actions that the Company may deem necessary or desirable to protect Company's ownership rights in said Developments.
- 2.3 **Handling and Return of Confidential Information.** Employee shall not physically or electronically remove or make copies of any Confidential Information owned by the Company, except as required by the Employee to properly fulfill their responsibilities as an Employee of the Company. Upon the termination of the Employment Agreement, Employee shall immediately return to the Company any and all Confidential Information in their possession, including any and all copies of said Confidential Information.
- 2.4 **Fiduciary Duties.** Employee agrees that Employee shall treat all Confidential Information entrusted to Employee by Company as a fiduciary, and Employee accepts and undertakes all the obligations of a fiduciary, including good faith, trust, confidence and candor, to maintain, protect and develop Confidential Information for the benefit of Company.
- 2.5 **Confidential Information of Others.** Employee hereby represents and warrants to the Company that Employee is not bound by any agreement, understanding or restriction, (including, but not

limited to any covenant restricting competition or agreement related to the confidential and proprietary information and trade secrets of any third party), that is inconsistent with or prevents or limits the Employee's ability to fulfill their obligations under the Employment Agreement. Furthermore, Employee hereby represents and warrants to the Company that the execution and performance of the Employment Agreement will not result in or constitute a breach of any term or condition of any other agreement the Employee is bound by. In their performance of their duties and obligations under the Employment Agreement, Employee agrees not to disclose the confidential and proprietary information or trade secrets of any third party to the Company.

REMEDIES

- 3.1 **Right to Specific Relief.** Company and Employee recognize and acknowledge that the limitations set forth in this NCND Agreement are properly required for the adequate protection of the business of the Company, and that violation of any of the provisions of this NCND Agreement will cause irreparable injury for which money damages are neither adequate nor ascertainable. Accordingly, Company shall have the right to have the provisions of this NCND Agreement specifically enforced by a court of competent jurisdiction, in addition to any other remedies which Company may have, and Employee hereby consents to the entry of an injunction or other similar relief without the necessity of posting a bond or other financial insurance. Furthermore, Company shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in enforcing its rights under this NCND Agreement.

OTHER MATTERS

- 4.1 **Entire Agreement.** This NCND Agreement constitutes the entire agreement between the parties relating to the specific matters covered by this NCND Agreement and supersedes all prior agreements, whether written or oral. No modifications or waiver of any part of this NCND Agreement shall be binding upon either party unless in writing.
- 4.2 **Waiver.** The waiver of a breach of any provision of this NCND Agreement by any party shall not operate or be construed as a waiver of any provision of this NCND Agreement or consent to any subsequent breach.
- 4.3 **Severability.** If any term or provision of this NCND Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this NCND Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, except to such extent or in such application, shall not be affected thereby, every term and provision of this NCND Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law .
- 4.4 **Governing Law.** In order to maintain uniformity in the interpretation of this NCND Agreement the parties have expressly agreed that this NCND Agreement, the parties' performance hereunder and the relationship between them shall be governed by, construed and enforced in accordance

with the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding conflicts of laws.

- 4.5 **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the undersigned have executed this NCND AGREEMENT, intending to be bound under their seals, effective as of the day and year set forth below.

COMPANY: Globus Medical, Inc.

EMPLOYEE:

By: 

By: 

DATE:

DATE:

6-4-09

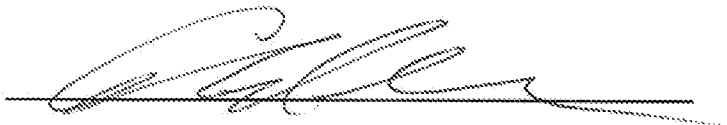
Jun 1, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2016.

DUNCAN SIBSON

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3 day of

May, 2016.

A handwritten signature in black ink, appearing to read 'Chad Glerum', is written over a horizontal line.

CHAD GLERUM

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of
May, 2016.

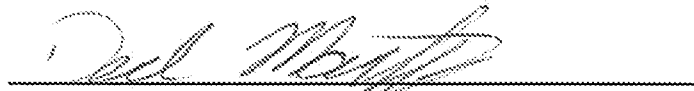


JASON GRAY

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of
May, 2016.


JASON PASTOR

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of
May, 2016.

A handwritten signature in black ink, appearing to read 'Derek Martzall', is written over a horizontal line.

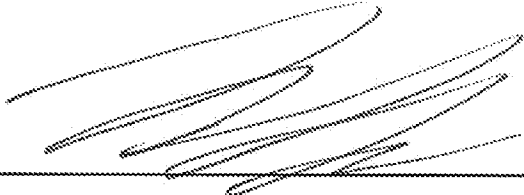
DEREK MARTZALL

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11 day of
May, 2016.



JASON ZAPPACOSTA

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17 day of
May, 2016.



MARK MICCIO

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of
May, 2016.



COLM MCLAUGHLIN