

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3921535

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ATLAS SPINE, INC.	04/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLACKSTONE MEDICAL, INC. D/B/A ORTHOFIX SPINAL IMPLANTS
<b>Street Address:</b>	3451 PLANO PARKWAY
<b>City:</b>	LEWISVILLE
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75056
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14642992
<b>Application Number:</b>	14294889
<b>PCT Number:</b>	US1621730
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)200-0853
<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>	2146515000
<b>Email:</b>	theresa.lowe@haynesboone.com
<b>Correspondent Name:</b>	HAYNES AND BOONE, LLP
<b>Address Line 1:</b>	2323 VICTORY AVENUE
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	DALLAS, TEXAS 75219
<b>ATTORNEY DOCKET NUMBER:</b>	48017.33
<b>NAME OF SUBMITTER:</b>	J. ANDREW LOWES
<b>SIGNATURE:</b>	/J. Andrew Lowes/
<b>DATE SIGNED:</b>	06/16/2016
<b>Total Attachments: 1</b>	
source=Exclusive License Agreement#page1.tif	

MEMORANDUM OF EXCLUSIVE PATENT LICENSE

This MEMORANDUM OF EXCLUSIVE PATENT LICENSE (this "*Memorandum*") is made as of April 20, 2016, by Atlas Spine, Inc., a Florida corporation ("*Atlas*").

**RECITALS**

WHEREAS, Atlas and Blackstone Medical, Inc. d/b/a Orthofix Spinal Implants, a Massachusetts corporation ("*Orthofix*") are parties to a certain Exclusive License, Development and Manufacturing Agreement, dated as of April 20, 2016 (the "*Agreement*");

WHEREAS, pursuant to the Agreement, Atlas and Orthofix have agreed that Orthofix may record its interest in the Licensed Patents (as defined below) in the United States Patent and Trademark Office ("*USPTO*") and analogous foreign offices worldwide.

NOW, THEREFORE, pursuant to the Agreement and the Exclusive License, Atlas acknowledges the following:

1. "*Licensed Patents*" means any patents and patent applications related to Atlas' in-development Hijak Posterior Lumbar IBFD and related implants and instrumentation that exist as of the Effective Date for use in the Licensed Field of Use (as defined in the Agreement), including, without limitation U.S. patent application number 14/642,992 dated March 10, 2015, as well as any patents that claim priority to, directly or indirectly, any patent or patent application related to Atlas' in-development Hijak Posterior Lumbar IBFD and related instrumentation for use in the Licensed Field of Use existing as of the Effective Date.
2. Pursuant to the Agreement, Atlas has granted Orthofix the worldwide, exclusive, sublicensable right and license to the Licensed Patents to develop, make, have made, use, sell, import, export and otherwise commercialize the Products (defined in the Agreement) for the Licensed Field of Use (defined in the Agreement). The license shall be (a) co-exclusive with Atlas with respect to the development of the Product, (b) exclusive or, at Orthofix's option, co-exclusive with Atlas with respect to the manufacture of the Product, and (c) exclusive with respect to the commercialization of the Product.

ATLAS SPINE, INC.

By: 

Name: Douglass C. Watson

Title: President & CEO