

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRUCE MCCORMACK	04/07/2010
JEFFREY D SMITH	04/07/2010
EDWARD FLETCHER EYSTER	04/07/2010
RECEIVING PARTY DATA	
Name:	PROVIDENCE MEDICAL TECHNOLOGY, INC.
Street Address:	1331 N CALIFORNIA BLVD
Internal Address:	#320
City:	WALNUT CREEK
State/Country:	CALIFORNIA
Postal Code:	94569
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15198718
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<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:	3036293400
Email:	docketing-dv@dorsey.com, stockton.leslie@dorsey.com
Correspondent Name:	DORSEY & WHITNEY, LLP
Address Line 1:	1400 WEWATTA STREET
Address Line 2:	SUITE 400
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	P190868.US.20/485016-102
NAME OF SUBMITTER:	LESLIE STOCKTON
SIGNATURE:	/Leslie Stockton/
DATE SIGNED:	07/07/2016
Total Attachments: 7	
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ASSIGNMENT

WHEREAS, we Bruce M. McCormack, residing at 3948 Clay Street, San Francisco, California, 94118, USA and Jeffrey D. Smith, residing at 5175 Keller Ridge Dr., Clayton, California 94517, USA (hereinafter, individually and collectively, the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), entitled "Vertebral Joint Implants and Delivery Tools," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/653,283, filed on 10 December 2009, with attorney docket no. P190868.US.05 (the "Utility Application"), and International application(s), which can be identified as PCT Application No. PCT/US2009/006478, entitled "Vertebral Joint Implants and Delivery Tools," filed on 10 December 2009, with attorney docket no. P190868.WO.02 (the "Foreign Applications");

WHEREAS, Providence Medical Technology, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 2320 Sutter Street, Suite 202, San Francisco, California 94115 U.S.A. (the "Assignee"), by the earlier Assignments dated 15 July 2008, 26 November 2008, 29 September 2009, 18 February 2009 and 19 August 2009, respectively, owns all right, title and interest in and to the following: U.S. Provisional Application No. 61/059,723, filed 6 June 2008 entitled "Spine Distraction Device"; U.S. Provisional Application No. 61/109,776, filed 30 October 2008 entitled "Facet Joint Implants"; U.S. Provisional Application No. 61/169,601, filed 15 April 2009 entitled "Facet Joint Implants and Delivery Tools"; U.S. Patent Application No. 12/317,682, filed 23 December 2008 entitled "Facet Joint Implants and Delivery Tools"; and U.S. Patent Application No. 12/455,814, filed 5 June 2009 entitled "Facet Joint Implants and Delivery Tools";

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application and the Foreign Applications not already transferred to Providence Medical Technology, Inc. by the earlier Assignments, Assignor is desirous of assigning such interest and the Utility Application and the Foreign Applications, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor.

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and

all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

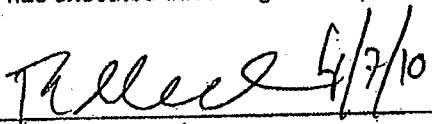
UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party; and

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Applications and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 4-7-10

By: 
Bruce M. McCormack

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 7 day of April, 2010, before me a Notary Public in and for said county, personally appeared Bruce M. McCormack, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby attest 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.

(SEAL)



Victoria Lin
Notary Public

My commission expires: August 22, 2013.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: April 7, 2010

By: Jeffrey D. Smith
Jeffrey D. Smith

On this 7TH day of April, 2010, before me a Notary Public in and for said county, personally appeared Jeffrey D. Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby attest 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.

(SEAL)

Victoria Lin
Notary Public

My commission expires: August 22, 2013.



ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

PROVIDENCE MEDICAL TECHNOLOGY, INC.

Date: April 7, 2010


By: [Signature]
Name: Jeffrey D. Smith
Title: CEO

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 7TH day of APRIL, 2010, before me a Notary Public in and for said county, personally appeared JEFFREY D. SMITH, the above-mentioned representative of the Assignee, JEFFREY D. SMITH who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity; and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and executed the foregoing Acceptance of Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

I hereby attest 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.

(SEAL)  [Signature]
Notary Public

My commission expires: AUGUST 22, 2013

ASSIGNMENT

WHEREAS, I, Edward Fletcher Eyster, residing at 1060 Deer Park Road, Deer Park, CA 94576, USA (hereinafter, the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), entitled "Vertebral Joint Implants and Delivery Tools," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/653,283, filed on 10 December 2009, with attorney docket no. P190868.US.05 (the "Utility Application"), and International application(s), which can be identified as PCT Application No. PCT/US2009/006478, entitled "Vertebral Joint Implants and Delivery Tools," filed on 10 December 2009, with attorney docket no. P190868.WO.02 (the "Foreign Applications");

WHEREAS, Assignor desires to assign any and all right title and interest in and to said Utility Application and the Foreign Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, International, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Providence Medical Technology, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 2320 Sutter Street, Suite 202, San Francisco, California 94115 U.S.A. (the "Assignee"), desires to acquire any and all right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor.

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

PROVIDENCE MEDICAL TECHNOLOGY, INC..

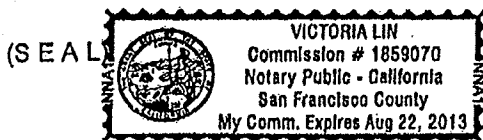
Date: April 7, 2010 By: [Signature]
Name: Jeffrey D. Smith
Title: CEO

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 7TH day of April, 2010, before me a Notary Public in and for said county, personally appeared Jeffrey D. Smith, the above-mentioned representative of the Assignee, Jeffrey D. Smith who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and executed the foregoing Acceptance of Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

I hereby attest 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]
Notary Public

My commission expires: August 22, 2013