

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4075949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OMAR F. JIMENEZ	03/29/2012
NICHOLAS RANSOM POWLEY	03/29/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EX TECHNOLOGY, LLC
<b>Street Address:</b>	2280 SENTINEL CIRCLE
<b>City:</b>	GERING
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	69341
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15198557
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)349-9266
<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>	612-349-5740
<b>Email:</b>	arcand@ptslaw.com
<b>Correspondent Name:</b>	CHAD WICKMAN
<b>Address Line 1:</b>	80 SOUTH EIGHTH STREET
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<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	4697.02US07
<b>NAME OF SUBMITTER:</b>	MICHELLE ARCAND
<b>SIGNATURE:</b>	/Michelle Arcand/
<b>DATE SIGNED:</b>	09/29/2016
<b>Total Attachments: 5</b>	
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ASSIGNMENT

WHEREAS, we, Omar F. Jimenez, of Gering, NE, Nicholas Ransom Powley, of St. Paul, MN, have invented certain new and useful improvements in FLEXIBLE JOINT ARRANGEMENT INCORPORATING FLEXURE MEMBERS, for which an application for Letters Patent of the United States has been made, and which may be identified in the United States Patent Office by Application No. 12/651,266, filed December 31, 2009.

WHEREAS, SpineX Tec, LLC ("Assignee"), a business entity organized and existing under the laws of the State of Nebraska, and having its principal offices at 2280 Sentinel Circle, Gering, NE 69341 is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged by us, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignors if this assignment had not been made, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize the above mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said application when ascertained.

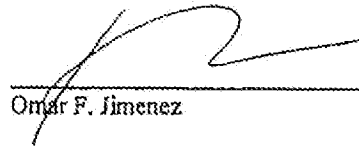
We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

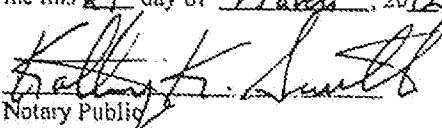
Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, 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, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications

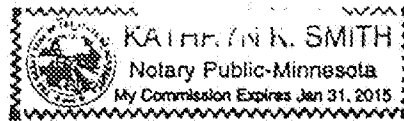
or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Date: 3/29/12  
Month/Day/Year

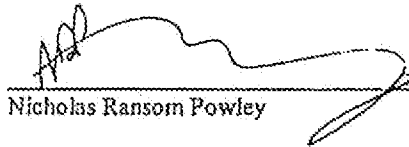
  
Omar F. Jimenez

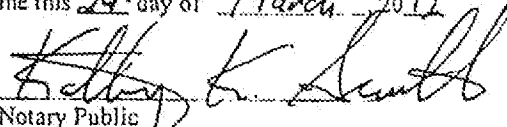
Subscribed to and sworn to before  
me this 29 day of March, 2012  
  
Notary Public



Notary Seal

Date: 3/27/2012  
Month/Day/Year

  
Nicholas Ransom Powley

Subscribed to and sworn to before  
me this 29<sup>th</sup> day of March, 2012  
  
Notary Public



Notary Seal

## ASSIGNMENT

WHEREAS, SpineX Tec, LLC ("Assignor"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 2280 Sentinel Circle, Gering, NE 69341-1585, was the registered owner and assignee of the patents and patent applications identified on Exhibit A (the "Assigned Patent Rights");

WHEREAS, Ex Technology, LLC ("Assignee"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 2280 Sentinel Circle, Gering, NE 69341-1585, is desirous of acquiring the entire right, title and interest in the Assigned Patent Rights;

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by me, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Assigned Patent Rights, as well as any and all applications claiming priority to said Assigned Patent Rights, including all divisionals, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such patents including all of its rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignor if this assignment had not been made, and Assignor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Assignor hereby authorizes the above-mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said applications when ascertained.

Assignor further authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, 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, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

ASSIGNOR: SpineX Tec, LLC

Date: October 17, 2013

Signature

OMAR F. JIMENEZ

Name Printed or Typed

Title

President & CEO

Subscribed to and sworn to before  
me this 17 day of October, 2013

Sara J. Kishiyama  
Notary Public

Notary Seal

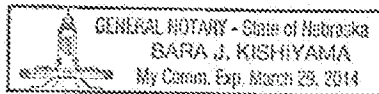


EXHIBIT A

PATENTS/APPLICATIONS:

<u>Patent No./ Application No.</u>	<u>Issue Date/ Filing Date</u>	<u>Title</u>
8,523,944	09/03/2013	Methods and Apparatus for Vertebral Body Distraction and Fusion Employing Flexure Members
12/407,608	3/19/2009	Stable Device for Intervertebral Distraction and Fusion
12/651,266	12/31/2009	Flexible Joint Arrangement Incorporating Flexure Members
13/891,356	05/10/2013	Methods and Apparatus for Vertebral Body Distraction and Fusion Employing Flexure Members
14/024,764	09/12/2013	Flexible Joint Arrangement Incorporating Flexure Members
61/142,104	12/31/2008	Methods and Apparatus for Vertebral Body Distraction and Fusion Employing Flexure Members
61/291,203	12/30/2009	Methods and Apparatus for Vertebral Body Distraction and Fusion