504029343 09/29/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JASON BLAIN	03/09/2012

RECEIVING PARTY DATA

Name:	SPINAL ELEMENTS, INC.	
Street Address:	3115 MELROSE DRIVE	
Internal Address:	SUITE 200	
City:	CARLSBAD	
State/Country:	CALIFORNIA	
Postal Code:	92010	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15000261

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	R: QORTHO.109P1D1	
NAME OF SUBMITTER:	DEVANIE DUFOUR	
SIGNATURE:	/Devanie DuFour/	
DATE SIGNED:	09/29/2016	

Total Attachments: 3

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ASSIGNMENT

Jason BLAIN, residing at 3875 Copper Crest Rd., Encinitas, CA 92024 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>VERTEBRAL FACET JOINT FUSION</u> IMPLANT AND METHOD FOR FUSION, and which is a:

(1)	provisional application
	(a) to be filed herewith; or
	(b) bearing Application No. , and filed on ; or
(2)	⊠ non-provisional application
	(a) to be filed herewith; or
	(b) bearing Application No. 13/403,698, and filed on
	February 23, 2012, and Attorney Docket No. SPEI-
	001/03US 304826-2004.
	0.01/03.03.304820-2004,
(3)	✓ International application
	(c) to be filed herewith; or
	(d) bearing Application No. <u>PCT/US12/26472</u> , and filed on
	February 24, 2012, and Attorney Docket No. SPEI-
	001/03WO 304826-2007

WHEREAS, Spinal Elements, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2744 Loker Avenue West, Suite 100, Carlsbad, CA 92008 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);

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- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

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Attorney Docket No. SPEI-001/03US 304826-2004

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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: $\frac{3/9/12}{}$ By:	Joseph Alay		
	Jason BLAIN		
State of <u>CAUFORNIA</u>) County of SAN DIEGO SS.			
On MARCH 09, 2012, before me,			
Notary Public, personally appeared UASON BLATN personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to			
me that he/she/they executed the same in his/her/theby by his/her/their signature(s) on the instrument the p	heir authorized capacity(ies), and that		
which the person(s) acted, executed the instrument.			
WITNESS my hand and official seal.	HERMIE AQUINO Commission, # 1889269 Notary Public - California San Diego County My Comm. Expires May 14, 2014		
Signature of Notary Public	Place Notary Seal Above		
My Commission Expires: May 14, 2014			

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RECORDED: 09/29/2016