

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	XIMEDICA, LLC	02/18/2015
RECEIVING PARTY DATA		
Name:	TITAN MEDICAL INC.	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15294477
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SIGNATURE:	/Vladislav Z. Teplitskiy/	
DATE SIGNED:	10/17/2016	
Total Attachments: 3		
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ASSIGNMENT

WHEREAS **XIMEDICA, LLC**
of **55 Dupont Drive**
 Providence, RI 02907
 United States of America

hereinafter referred to as "Assignors", have invented certain new and useful improvements (the "Invention") as described and set forth in the following patent applications (the "Applications"):

Country of Filing:	United States
Application Type:	Provisional Patent Application
Title:	ACTUATOR AND DRIVE FOR MANIPULATING A TOOL
Application Number:	62/090,798
Application Filing Date:	December 11, 2014

Country of Filing:	Patent Cooperation Treaty (PCT)
Application Type:	International Patent Application
Title:	ACTUATOR AND DRIVE FOR MANIPULATING A TOOL
Application Number:	
Application Filing Date:	

AND WHEREAS **TITAN MEDICAL INC.**
of **170 University Avenue, Suite 1000**
 Toronto, Ontario M5H 3B3
 Canada

hereinafter referred to as "Assignee", is desirous of acquiring all right, title, and interest in and to the said invention and application, and in and to any Patent, Registration, and any other rights which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has sold, assigned, and transferred, and hereby does sell, assign, and transfer, unto the said Assignee and Assignee's successors and assigns, all right, title, and interest in and to the said invention, the application aforesaid and all International Convention priority rights therewith, and in and to any

ALL COUNTRIES

and all Patents, Registrations, and other rights that may hereafter be granted for the said invention, in all countries and other jurisdictions throughout the world, the said right, title, and interest to be held and enjoyed by said Assignee as fully and exclusively as the said right, title, and interest would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any and all Patents, Registrations, and other rights that may be granted for the said invention, or of any and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations, and extensions thereof. Assignor represents and warrants that it has not granted, has no other obligations to grant, and will not grant to others any right, title, or interest inconsistent with the right, title, and interest granted herein.

Assignor acknowledges that it hereby sells, assigns, transfers and sets over, unto said ASSIGNEE, its successors, legal representatives and assigns all causes of action for infringement of, all damages for, and all remedies for all rights related to said invention, said patent applications and patents, or any Patent, Registration, or any other rights which may be granted on the same, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

Assignor further agrees that it will, without charge to the said Assignee but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge, and deliver all such further papers, including applications for Patent, Registration, or other rights and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Patent, Registration, or other rights for said invention and improvements in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

Assignor(s) hereby authorize(s) the assignee and its assignee to insert in the space above the filing date and application number of said application(s), without prior verification by said assignor(s), to provide greater certainty in the identification of the application to which this assignment pertains.

SIGNED AT Providence, RI USA
 (City or Town) (Country)

this 18 day of February, 2015.

[Signature]
 Witness' Signature

Anthony DiBella
 Witness' Name

12 Besso St.

Franklin, MA 02038
 Witness' Address

[Signature]
 Authorized Representative of
 XIMEDICA, LLC

Michael C. Pereira
 Printed Name of Authorized
 Representative

E.V.P. Technology + Operations
 Title of Authorized Representative

SIGNED AT TORONTO CANADA
 (City or Town) (Country)

this 18 day of February, 2015.

[Signature]
 Witness' Signature

SUSAN WILKINS
 Witness' Name

170 University Ave

Suite 1500 Toronto M5H 3B3
 Witness' Address

[Signature]
 Authorized Representative of
 TITAN MEDICAL INC.

STEPHEN RANDALL
 Printed Name of Authorized
 Representative

CFO
 Title of Authorized Representative