

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4180795

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL C. MCAFEE	10/15/2013
RECEIVING PARTY DATA		
Name:	GLOBUS MEDICAL, INC.	
Street Address:	2560 GENERAL ARMISTEAD AVENUE	
City:	AUDUBON	
State/Country:	PENNSYLVANIA	
Postal Code:	19403	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15375842	
CORRESPONDENCE DATA		
Fax Number:	(610)930-2042	
<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:	610-930-1800	
Email:	Skyttle@GLOBUSMEDICAL.COM	
Correspondent Name:	GLOBUS MEDICAL, INC.	
Address Line 1:	VALLEY FORGE BUSINESS CENTER	
Address Line 2:	2560 GENERAL ARMISTEAD AVENUE	
Address Line 4:	AUDUBON, PENNSYLVANIA 19403	
ATTORNEY DOCKET NUMBER:	0218.363.0003	
NAME OF SUBMITTER:	SUSAN KYTTLE	
SIGNATURE:	/Susan Kyttle/	
DATE SIGNED:	12/12/2016	
Total Attachments: 16		
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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement is made and entered into as of the 15th day of October, 2013 (the "Effective Date") by and among Globus Medical, Inc., a Delaware corporation having an address at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, PA 19403 (hereinafter referred to as "Globus"), and Paul C. McAfee MD, MBA, a resident of Maryland having an address at 521 Belfast Rd., Sparks Md., 21152 (hereinafter referred to as "McAfee" or "Seller").

WITNESSETH

WHEREAS, Seller owns all right, title, and interest to the Seller Inventions (as defined below), Seller Patents (as defined below) and related intellectual property;

WHEREAS, Globus wishes to obtain the Seller Inventions, Seller Patents and related intellectual property; and

WHEREAS, Seller wishes to transfer all of Seller's right, title, and interest in and to the Seller Inventions, Seller Patents, and related intellectual property to Globus in exchange for the consideration described herein;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter set forth, it is agreed by and between the parties as follows:

1. Definitions.

1.1. **"Affiliate"** means (a) any person or entity which owns or controls at least fifty percent (50%) of the equity or voting stock of Globus, or (b) any person or entity fifty percent (50%) of whose equity or voting stock is owned or controlled by Globus, or (c) any person or entity of which at least fifty percent (50%) of the equity or voting stock is owned or controlled by the same person or entity owning or controlling at least fifty percent (50%) of Globus.

1.2. **"Seller Improvements"** means any invention, discovery, information, product, process, equipment, method, software, improvement, design, prototype or specification related to the Seller Inventions conceived, made, authored or developed by Seller prior to the expiration of the last-to-expire of the Seller Patents.

1.3. **"Seller Inventions"** means expandable spinal implants and flexible drivers and any related inventions, improvements, or discoveries owned by Seller, including, but not limited to, the technology claimed or described in the patent(s) and patent application(s) identified on Exhibit A, attached hereto and incorporated by this reference.

1.4. **"Seller Patents"** means any unexpired patents and/or pending patent applications claiming the Seller Inventions, including but not limited to the patent(s) and patent application(s) listed on Exhibit A attached hereto, and any parent or priority patents and applications,

continuations, continuations in part, divisions, reissues, re-examinations, or extensions thereof, any patents issuing from any of the foregoing, and any foreign counterpart of any of the foregoing.

1.5. **"Seller Know-How"** means any know-how, research and development information, unpatented inventions, preclinical and/or clinical data, and technical data related to the practice of Seller Inventions or Seller Improvements in the possession of or which comes into the possession of Seller prior to the expiration of the last-to-expire of the Seller Patents.

1.6. **"Competing Product"** means any flexible or bendable driver/insertion instrumentation or method for using same for placement of spinal interbody implants, including expandable implants.

1.7. **"Confidential Information"** means all proprietary or confidential information of Globus and all information concerning Seller Patents, Seller Inventions, Seller Improvements, or Seller Know-How, any data related to any of the foregoing, or any other trade secrets, information, technical data, know-how, and other confidential and proprietary information, including, but not limited to, that which relates to research, products, services, customers, markets, software, product plans, protocols, methods, developments, inventions (whether patentable or not), chemical compounds, mixtures, formulas, formulations, manufacturing processes, strategies, processes, designs, drawings, engineering information, marketing or finances of Globus or relating to the Seller Patents, Seller Inventions, Seller Improvements, or Seller Know-How. Specifically excluded from "Confidential Information" shall be information which: (a) is or becomes part of the public domain, through no fault of either party; (b) is lawfully disclosed without limitation to Seller by a third party who is not obligated to retain such information in confidence; or (c) is required to be disclosed by law, regulation, or order of a court or other tribunal of competent jurisdiction, provided that Seller provide Globus with prior written notice of such proposed disclosure in order to allow Globus to take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and that Seller cooperate with Globus in its efforts to avoid and/or minimize the extent of such disclosure.

1.8. **"Licensing Revenue"** means all revenue actually received by Globus and Globus Affiliates that is solely and directly attributable to any license of rights under the Seller Patents granted by Globus and Globus Affiliates to third parties (excluding Globus Affiliates), including but not limited to royalties, license fees, technology access fees, and the like, but excluding funding or support of research, development, or other activities, contract or consulting fees, manufacturing or marketing costs or expenses, payments for unrelated services or rights, debt or equity investments, and patent cost reimbursement.

1.9. **"Net Sales,"** with respect to Patented Products, means the total sales price invoiced and actually received for such products sold by Globus or Globus Affiliates, computed quarter-by-quarter, after deducting (a) sales, value added, use and/or other taxes, (b) freight, transportation, shipping, and insurance charges, (c) allowances, rebates, credits and refunds for returned or defective goods, (d) chargeback payments, credits and rebates (or the equivalent thereof) granted to managed health care organizations, wholesalers, or to federal, state/provincial, local and other governments, including their agencies, purchasers, and/or reimbursers, or to trade customers, (e) trade, promotional and quantity discounts, retroactive price reductions, or other allowances, (f) any import or export duties, tariffs, or similar charges incurred with respect to the import or export of

such products, (g) with respect to Patented Products, license fees, royalties or the like payable to one or more third parties, (h) cost of goods sold, and (i) sales commissions. Net Sales shall not include, and shall be deemed zero with respect to, (1) the distribution of promotional samples of any products, (2) products provided for research or clinical trial purposes, or (3) products provided to a sublicensee or other strategic partner under an agreement in which Globus or an Affiliate thereof shall receive royalties or other consideration upon which Globus must pay certain amounts to Seller under Section 3.5. Specifically excluded from Net Sales is the sale of any products to any medical center, hospital or similar facility at which Seller performs surgery or otherwise practices medicine, or is affiliated or otherwise has a relationship.

If a Patented Product is sold as part of a system, package or combination product wherein other components are or have been sold as separate products or product components not dependent on (or specific to) the product, Net Sales for the purpose of calculating payments under Section 3.2 or 3.3 below shall be calculated by multiplying the Net Sales of the combination product by the fraction A/B , where "A" is the average unit price of the product when sold separately and "B" is the average unit price of the combination product. If such product is not sold separately, the Net Sales of such combination product shall be negotiated in good faith by the parties based on the relative values attributable to each component product.

1.10. "**Patented Product**" means any product whose manufacture, sale, or use would, but for the ownership by Globus of the Seller Patents, infringe any Valid Claim included in the Seller Patents in the country or jurisdiction in which such product is sold.

1.11. "**Valid Claim**" means, with respect to a particular country or jurisdiction, a claim of an issued, unexpired patent, or equivalent form of intellectual property protection, which has not lapsed or been dedicated to the public, disclaimed, abandoned or held invalid or unenforceable by a court or other body of competent jurisdiction or an administrative agency for which there is no right of appeal or for which the right of appeal is waived, and that has not been explicitly disclaimed, or admitted in writing to be invalid or unenforceable or of a scope not Covering a particular product or service through reissue, disclaimer or otherwise, provided that if a particular claim has not issued within five (5) years of its initial filing, it shall not be considered a Valid Claim for purposes of this Agreement, notwithstanding the foregoing definition.

2. Technology Assignment.

2.1 Assignment of Patents. For the consideration described in Section 3 below, Seller hereby immediately grants, assigns, conveys and otherwise transfers to Globus the entire right, title and interest in and to the Seller Patents, including but not limited to any and all right, title and interest in and to all of the patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, the inventions and improvements described therein, and the inventions and improvements claimed therein, including but not limited to the Seller Inventions (collectively, the "**Assigned Patent Assets**"), including but not limited to (i) any and all parent or priority patent and patent applications, patents, reissues, re-examinations, divisions, continuations, continuing patent applications, request for continued examination patent applications, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, damages and payments for past or future

infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights (including, without limitation, foreign counterparts of patents, foreign patent applications, and patents which issue thereon) corresponding thereto throughout the world (the Assigned Patent Assets, together with the items described in clauses (i) through (iv) of this Section 2.1, are sometimes hereinafter individually and/or collectively referred to as the "Assigned Patents"). Seller further agrees to execute a form of assignment substantially in the form attached hereto as Exhibit B and any other documents necessary to transfer title in the Assigned Patents.

2.2 Assignment of Other Intellectual Property to Globus. For the consideration described in Section 3 below, Seller hereby immediately grants, assigns, conveys and otherwise transfers to Globus all right, title and interest in and to the Seller Inventions, the Seller Improvements and the Seller Know-How, and any idea, invention, know-how, trade secret, technique, methods, procedures, byproducts, intermediates, modification, process or improvement (whether patentable or not), clinical data, preclinical data, technical data, any industrial design (whether registrable or not), any writings, any computer software, other works of authorship or derivative works of such writings or works and any other work product created, conceived, or developed by it that relates primarily to the inventions disclosed in the Assigned Patent Assets, including, but not limited to, those assets listed on Exhibit C attached hereto and incorporated by reference (the "Assigned Work", and together with the Assigned Patents, the "Assigned Intellectual Property" of Seller), in each case in existence as of the Effective Date. Further, for the consideration described in Section 3 below, Seller hereby agrees to grant, assign, convey and otherwise transfer to Globus all right, title and interest in and to any Seller Improvement that in the future becomes a Seller Improvement hereunder and agrees to notify Globus promptly of any such Seller Improvement and to execute any and all documents requested by Globus to transfer title thereto to Globus. Globus shall own all right, title and interest in and to the Assigned Work (including all copies thereof in whatever medium such copies are fixed or embodied) and all patents, copyrights, and trade secrets arising from and related to the Assigned Intellectual Property.

2.3 Scope of Assigned Intellectual Property. As of the Effective Date, (i) the patents and patent applications listed on Exhibit A constitute, to the knowledge of Seller, all of the patents and patent applications claiming the Seller Inventions and (ii) the parties believe that the Assigned Work listed on Exhibit C constitutes all of the Assigned Work of Seller, including but not limited to any such work related to the Seller Inventions. If either party becomes aware of any other Assigned Intellectual Property owned by Seller, the party discovering the existence of such Assigned Intellectual Property shall give the other prompt written notice thereof and the provisions of Sections 2.1 and 2.2 above shall apply thereto. Exhibits A, B, and C shall be amended to include any such Assigned Intellectual Property.

2.4 Inventorship. Seller represents and acknowledges that he is the sole inventor on the Assigned Patent Assets and will reasonably cooperate with Globus in taking appropriate steps to prosecute and/or maintain them accordingly, as requested by Globus.

3. Consideration.

3.1 Patented Product Revenue Sharing. During the term of this Agreement, until the expiration of the last-to-expire of the patents included in the Seller Patents, and subject to the provisions of this Agreement, Globus will pay Seller an amount equal to one-half percent (50%) of Net Sales of Patented Products.

3.2 Payment-Stacking. In the event that Globus is required to pay license fees or royalties to one or more third parties under patents other than those included in the Seller Patents in order to make, use or sell a Patented Product, then Globus shall be entitled to a credit against royalties due Seller on Net Sales of that Patented Product in an amount equal to one hundred percent (100%) of the royalties paid to such third parties.

3.3 Licensing Revenue. Beginning on the Effective Date, subject to the other provisions of this Sections 3, Globus will pay Seller an amount equal to one percent (1%) of all Licensing Revenue. The total payment due Sellers under this Section 3.3 with respect to Licensing Revenue received during any applicable time period shall not, in any event, exceed an amount equal to the royalties that would have been due to Seller for such time period had Globus or an Affiliate thereof itself sold any Patented Products sold by the third party(ies) paying such Licensing Revenue to Globus (or its Affiliates), based on such party's Net Sales of Patented Products and calculated pursuant to this Sections 3.

3.4 Judgments Affecting Patent Scope. If, in any proceeding in which the validity, infringement, enforceability, or priority of invention of any claim of any Seller Patents is in issue, a judgment or decree is entered that becomes not further reviewable through the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such applications (hereinafter referred to as an "irrevocable judgment"), the construction placed on any such claim by such irrevocable judgment shall thereafter be followed, not only as to such claim but as to all claims to which such construction applies, with respect to acts occurring thereafter. If such irrevocable judgment holds any claim invalid, unenforceable or is adverse to the patent as to inventorship, Globus shall be relieved thereafter from including in its reports any Patented Product sold thereafter covered only by such claim or by any broader claim to which such irrevocable judgment is applicable, and from the performance of those other acts that may be required by this Agreement only because of any such claim. However, if there are two or more conflicting irrevocable judgments with respect to the same claim, the decision of the higher tribunal shall be followed thereafter. If the tribunals have equal dignity, then the decision more favorable to the claim shall be followed until the less favorable decision has been followed by the irrevocable judgment of another tribunal of at least equal dignity. In the event of conflicting irrevocable judgments of the Supreme Court of the United States, the latest shall control.

3.5 Payments; Payment-Related Reporting. The rate of exchange for any Net Sales or Licensing Revenue denominated in a currency other than U.S. dollars shall be the exchange rate which is the arithmetic mean of the opening telegraphic transfer selling and buying rate published by the American edition of the Wall Street Journal. U.S.-dollar equivalence shall be calculated on a quarterly basis, using the average of the exchange rate on the first and last

business day of the quarter for each of the currencies in which Net Sales or Licensing Revenue were received during the quarter. Except as provided in this Agreement, all payments due to Seller under this Agreement shall be made in full without deduction for taxes, assessments, or other charges of any kind or description, provided that Globus may deduct any existing or future withholding taxes for taxes based on Seller's income which Globus is required, based on the advice of its tax advisors, to pay or withhold on behalf of Seller from any payment due hereunder. After the first commercial sale of a Patented Product or receipt of Licensing Revenue, Globus agrees to make quarterly written reports to Seller within 90 days after the first day of each calendar quarter during the term of this Agreement and as of such dates, stating in each such report the number, description, and aggregate sales of Patented Product(s) sold and Licensing Revenue received during such calendar quarter and upon which amounts are payable as provided in Section 3 hereof. The first such report shall include all such Patented Product(s) so sold and/or Licensing Revenue received prior to the date of such report. Concurrently with the making of each such report, Globus shall pay Seller at the rate(s) specified herein.

3.6 Records; Audits. Globus shall keep complete, true and accurate books of account and records showing the derivation of all amounts payable to Seller in connection with this Agreement. Such books of record shall be preserved for a period not less than one (1) year after their creation and shall be available for an audit permitted by this Section 3.6 for a period of not more than two (2) years after the end of the year to which they relate. Globus agrees to take all reasonably necessary steps to make these books of record available at Globus' headquarters for an audit by a nationally-recognized, independent accounting firm designated by Seller, upon reasonable prior written notice and during normal business hours, but no more than once every twelve (12) months, for purposes of confirming proper payment of royalties or other amounts due under this Agreement. The records shall be treated as confidential, except as may be required in connection with the payment obligations of this Agreement or Seller's royalty obligations to its licensors (if any). Such audits shall be at the expense of Seller. Globus will promptly pay to Seller the full amount of any underpayment determined by an audit under this section; Seller will promptly pay to Globus the full amount of any overpayment determined by an audit under this section.

4. Technology Development; Noncompetition.

4.1 Seller. Until the expiration of the last-to-expire of the Seller Patents, Seller shall make himself available, as reasonably requested from time-to-time by Globus, for temporary and/or periodic consulting regarding prosecution of the Seller Patents or the transfer or implementation of Seller Inventions, Seller Improvements, or Seller Know-How to and/or by Globus at no additional cost to Globus. Until the earlier of the (i) expiration of the last-to-expire of the Seller Patents or (ii) one year following the termination of all payment obligations of Globus pursuant to this Agreement, Seller shall not (1) develop, make, sell, market or distribute any Patented Products or Competing Products, (2) have any Patented Products or Competing Products thereof developed, made, sold, marketed, or distributed by third parties, or (3) otherwise contribute in any fashion, directly or indirectly, to any third party's development, manufacture, sale, marketing, or distribution of Patented Products or Competing Products.

4.2 Globus. Globus shall have complete, sole, and unfettered discretion regarding, and shall have no liability to Seller with respect to, all matters related to the development and protection of all technology and rights thereto transferred to Globus under this Agreement and the development, regulatory approval, marketing and sales of any products, including without limitation the Patented Products.

5. Confidential Information. Seller shall keep in strict confidence, using commercially reasonable measures at least as strict as applies to its own proprietary and/or confidential information of a similar nature, and not disclose or make available to third parties, nor make any use of, Confidential Information except with the prior written consent of Globus. The parties recognize and agree that remedies at law for breach of the provisions of this Section 5 may be inadequate and Globus, shall, in addition to any other rights which it might have, be entitled to seek injunctive relief. The obligations of this paragraph shall survive termination of this Agreement.

6. Use of Name. The use of the name of Globus, or any contraction thereof, in any manner in connection with the exercise of this Agreement is expressly prohibited except with prior written consent of Globus. Globus shall have the right to identify Seller and to disclose the terms of this Agreement to prospective investors, sublicensees, strategic partners, regulatory agencies, and investment bankers in connection with its financing, licensing, development, and stockholder relations activities.

7. Litigation; Patent Infringement.

7.1 Defense. If the production, sale or use of Patented Products under this Agreement results in any litigation, action, proceeding or claim, including without limitation for patent infringement, against Globus, its Affiliates, or any licensees thereof, Seller agrees to cooperate with Globus in any manner reasonably deemed by Globus to be necessary in defending any such action. Globus shall reimburse Seller for any reasonable, documented out-of-pocket expenses incurred in providing such assistance.

7.2 Recoveries. In the event that any Valid Claims in the Seller Patents are infringed by a third party, and Globus recovers monetary damages or an upfront settlement payment from a third party infringer as a remedy for or in settlement of the infringement of any Valid Claims included in the Seller Patents and, in either case, such damages and/or payments are directly attributable to Globus' (or its Affiliates') lost profits or royalties, then (i) Globus shall first apply such recovery to the costs and expenses incurred in obtaining or negotiating for such recovery (including but not limited to attorneys' fees), (ii) the remaining amounts of such recovery shall be deemed "Net Sales" of Patented Products for purposes of this Agreement, and (iii) Globus shall pay to Seller a share of such revenue at the rates specified in Section 3.1. If Globus recovers monetary damages, or agrees to a settlement, in the form of an ongoing reasonable royalty as a remedy for or in settlement of the infringement of Seller Patents and/or consideration for an ongoing license with respect to such Seller Patents, then, after applying such royalty to the recovery of the costs and expenses incurred in obtaining or negotiating for such royalty (including but not limited to attorneys' fees), the remaining amount of any such royalty shall be treated as "Licensing Revenue" and subject to payments under Section 3.3.

8. Waiver. It is agreed that no waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

9. Assignment. This Agreement is binding upon and shall inure to the benefit of Globus, Seller, and their successors and assigns. This Agreement shall not be assignable or otherwise transferable by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, except that Globus may assign or otherwise transfer its rights under this Agreement to the following parties without obtaining consent: (1) a successor to Globus' business, or a successor to that portion of Globus' business that pertains to the Seller Patents, Seller Inventions, Seller Improvements, or Seller Know-How, and (2) any entities controlled by, controlling, or under common control with Globus.

10. Indemnity. Seller agrees to indemnify and hold harmless Globus and its Affiliates, and their respective employees, officers, directors, and agents from and against any and all litigation, actions, claims, liability, or expense arising from injury to person(s) or property resulting from or based upon (i) Seller's negligence or misconduct, (ii) any breach by Seller of any provision of this Agreement, including without limitation any representation, warranty, covenant or agreement contained herein, or (iii) failure by Seller to comply with the terms of this Agreement, and any and all applicable laws, rules, and regulations. If seeking indemnification under this section, Globus shall inform Seller of the claim, liability, or expense giving rise to the obligation to indemnify pursuant to this section as soon as reasonably practicable after receiving notice thereof.

11. Independent Contractor Status. Seller, for all purposes related to this Agreement, shall be deemed to be independent contractors of Globus, and nothing in this Agreement shall be deemed to create a relationship of employment or agency or to constitute the parties as partners or joint venturers.

12. Representations and Warranties. Seller represents and warrants that, as of the Effective Date:

- (i) Seller owns all entire right, title, and interest in, and will deliver good and marketable title to, the Seller Patents, Seller Inventions, Seller Know-How, and Seller Improvements free and clear of all liens, claims, security interests, and encumbrances of any kind (including but not limited to the interests of any inventor or other third party), and Seller has the authority to assign the Assigned Intellectual Property to Globus.
- (ii) Seller has not entered into any oral or written agreements with any third party with respect to the Seller Patents, Seller Know-How, Seller Inventions, or Seller Improvements.
- (iii) This Agreement is enforceable against Seller in accordance with the terms of this Agreement, subject to the effects of bankruptcy, insolvency, or similar laws

affecting the rights and remedies of creditors generally and the effects of general principles of equity (whether applied by a court of law or equity) and the effect of public policy.

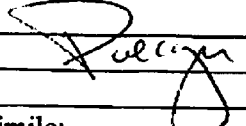
- (iv) Seller's execution and performance of this Agreement will not result in a breach of any other contract to which Seller is, or will become, a party or by which Seller is, or will become, bound.
- (v) No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental authority, or any other third party, is required in connection with Seller's execution, delivery and performance of this Agreement.
- (vi) There are no actions, suits, or proceedings pending or, to Seller's knowledge, threatened, against Seller which question (i) either Seller's right to enter into or perform this Agreement or (ii) the validity of this Agreement. Seller is not engaged in, a party to, or, to Seller's knowledge, threatened with any claim, controversy, legal or equitable action, denial of regulatory approval, or other proceeding or dispute involving the Seller Patents, Seller Inventions, Seller Know-How, or Seller Improvements; and Seller is not a party to or subject to any judgment, order, decree, denial of regulatory approval, or restriction against it or any of the Seller Patents, Seller Inventions, Seller Know-How, or Seller Improvements.
- (vii) Seller has not received any notification that the Seller Patents are invalid, nor that the practice by Globus of the Seller Inventions, Seller Know-How or Seller Improvements will infringe on any patent or other proprietary right of any third party.

Seller makes no warranties that any patent will issue on Seller Inventions. If after the Effective Date, Seller becomes aware of any third parties with rights to such applications or patents, Seller shall make best efforts to have such third parties assign all right, title, and interest to such patent applications or patents to Globus at no additional cost to Globus.

13. Notices. Any notice required or permitted to be given to the parties hereto shall be deemed to have been properly given when received by means of confirmed facsimile transmission, recognized national overnight courier, or first-class certified mail to the other party at the appropriate address or facsimile number as set forth below or to such other addresses or facsimile numbers as may be designated in writing by the parties from time to time during the term of this Agreement.

If to Seller:

Paul C. McAfee MD MBA



Facsimile: _____

10/15/13

If to Globus:

Globus Medical, Inc.
Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403
Attn: Kevin Carouge
Facsimile: 610-930-1667

14. Governing Law; Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the Pennsylvania state courts located in Montgomery County, Pennsylvania, or the federal district court for the Eastern District of Pennsylvania located in Philadelphia, Pennsylvania. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts and agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

15. Complete Agreement. It is understood and agreed between Seller and Globus that this Agreement constitutes the entire Agreement, written or oral, expressed or implied, between the parties, and with respect to the Seller Patents, Seller Inventions, Seller Improvements, and Seller Know-How.

16. Force Majeure. Neither party will be responsible for delays resulting from acts beyond the control of such party, provided that the non-performing party uses reasonable commercial efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

17. Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Severability: If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, then all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

19. No strict construction: Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the parties confirm that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person.

20. Integration: This document contains the entire and only agreement between the Seller and Globus and supersedes all preexisting agreements between them respecting its subject matter. No modification or amendment of this Agreement may be made except by a written agreement signed by all of the parties to this Agreement.

21. Survival of Terms. Sections 1, 2, 3.6, 5-11, 13-20 shall survive the expiration or termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, both Seller and Globus have executed this Agreement, the day and year first above written.

SELLER


Paul C. McAfee MD MBA

GLOBUS MEDICAL, INC.

By: 

Name: T. KEVIN CAROUGE

Title: S.R. V.P. CORP. DEVL.

EXHIBIT A

SELLER PATENTS

United States Patent Application No. 13/525,944

EXHIBIT B

FORM OF PATENT ASSIGNMENT

This Assignment made this ____ day of _____, 2013 by Paul C. McAfee MD MBA (hereinafter "ASSIGNOR"), a resident of the State of Maryland to Globus Medical, Inc., a corporation organized and existing under the laws of the State of Delaware, United States (hereinafter "ASSIGNEE").

ASSIGNOR has represented and hereby represents and warrants that ASSIGNOR is the owners of all right, title and interest in the patents and patent applications listed in attached Schedule 1 (hereinafter the "Patent Properties");

ASSIGNOR desires to transfer all right, title and interest in the Patent Properties to ASSIGNEE.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and other valuable considerations, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, and set over to ASSIGNEE all right, title and interest in and to the Patent Properties and in and to the inventions set forth and claimed therein and the right to claim priority to any or each of said Patent Properties in any later filed related counterpart patent applications, and ASSIGNOR agrees to do all acts and to sign, or have signed, all documents reasonably necessary to vest all right, title and interest in and to the Patent Properties in ASSIGNEE.

IN WITNESS WHEREOF this instrument is executed by ASSIGNOR'S duly authorized officer on this ____ day of _____ 2013 before each of the undersigned witnesses (include printed name and signature).

ASSIGNOR:



Paul C. McAfee MD MBA

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

Schedule 1

United States Patent Application No. 13/525,944 and any provisionals, parents, reissues, divisions, continuations, continuing patent applications, request for continued examination patent applications, renewals, re-examination, extensions and continuations-in-part thereof, any patents issuing from any of the foregoing, and any foreign counterpart of any of the foregoing.

EXHIBIT C

ASSIGNED WORK