## 504261770 03/08/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4308450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AARON GERMAIN	04/29/2011

### **RECEIVING PARTY DATA**

Name:	DFINE, INC.
Street Address:	1600 WEST MERIT PARKWAY
City:	SOUTH JORDAN
State/Country:	UTAH
Postal Code:	84095

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15449591

#### **CORRESPONDENCE DATA**

**Fax Number:** (801)578-6999

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.

**Email:** cristi.bills@stoel.com

Correspondent Name: MATTHEW S. BETHARDS

Address Line 1: STOEL RIVES LLP, ONE UTAH CENTER Address Line 2: 201 SOUTH MAIN STREET, SUITE 1100

Address Line 4: SALT LAKE CITY, UTAH 84111

ATTORNEY DOCKET NUMBER:	37621/1813	
NAME OF SUBMITTER: MATTHEW S. BETHARDS		
SIGNATURE:	/Matthew S. Bethards/	
DATE SIGNED:	03/08/2017	

#### **Total Attachments: 3**

source=1813\_Assignment#page1.tif source=1813\_Assignment#page2.tif source=1813\_Assignment#page3.tif

PATENT 504261770 REEL: 041501 FRAME: 0399

Attorney Docket No: DFINNS00400

# ASSIGNMENT SOLE

THIS ASSIGNMENI, by Aaron GERMAIN (hereinafter referred to as the assignor), residing at 585 West Hacienda Avenue, #212, Campbell, CA 95008, US, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled SYSTEM FOR USE IN IREAIMENT OF VERTEBRAL FRACTURES bearing Application No 13/097,998, filed April 29, 2011; and

WHEREAS, DFINE, INC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 3047 Orchard Parkway, San Jose, CA 95134, US, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignor, said assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to, and the right to claim priority to and for the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement,

1

Attorney Docket No.: DFINNS00400

maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

4-29-11 Date	Agron GERMAIN
Date	DFINE, INC
Date	Name:
	Tal

Attorney Docket No.: DFINNS00400

maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date	Aaron GERMAIN
5-70-11	Kui M
Date	DFINE, INC.
	Name: <u>PSVV MOSAV</u>
	Title: CGO