# 504276448 03/16/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4323130

| SUBMISSION TYPE:  |   | NEW ASSIGNMENT   |   |  |
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| NATURE OF CONVEYAN  | NCE:  | ASSIGNMENT   |   |  |
| CONVEYING PARTY DA  | ΔΤΑ   | •  |   |  |
|   |   | Name   | Execution Date  |  |
| SIMPLIFY MEDICAL, INC. 12/09/2014   |   |  |   |  |
| RECEIVING PARTY DA  | ТА  |  |   |  |
| Name:   | SIMPLIFY  | MEDICAL PTY LTD  |   |  |
| Street Address:   | 120B UNE  | ERWOOD STREET  |   |  |
| City:   | PADDING   | TON, NSW   |   |  |
| State/Country:  | AUSTRAL   | A  |   |  |
| Postal Code:  | 2021  |  |   |  |
|   | 1   |  |   |  |
| PROPERTY NUMBERS  | Total: 1  |  |   |  |
| Property Type   |   | Number   |   |  |
| Application Number:   | 15  | 359298   |   |  |
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| CORRESPONDENCE D  | ΑΤΑ   |  |   |  |
|   |   |  |   |  |
| Fax Number:   | •   | 0)493-6811   |   |  |
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| Correspondence will be  | e sent to th<br>provided; in  | ,  |   |  |
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| Correspondence will be<br>using a fax number, if p<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 4:<br>ATTORNEY DOCKET NU   | e sent to th<br>provided; in<br>jro-<br>JO<br>65<br>PA  | e e-mail address first; if that is unsucce<br>that is unsuccessful, it will be sent via<br>eder@wsgr.com<br>Y ROEDER<br>D PAGE MILL ROAD<br>LO ALTO, CALIFORNIA 94304<br>29850-719.301<br>JOY A. ROEDER  |   |  |
| Correspondence will be<br>using a fax number, if p<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 4:<br>ATTORNEY DOCKET NUNAME OF SUBMITTER:<br>SIGNATURE:<br>DATE SIGNED:   | e sent to th<br>provided; in<br>jro-<br>JO<br>65<br>PA  | e e-mail address first; if that is unsucce<br>that is unsuccessful, it will be sent via<br>eder@wsgr.com<br>Y ROEDER<br>D PAGE MILL ROAD<br>LO ALTO, CALIFORNIA 94304<br>29850-719.301<br>JOY A. ROEDER<br>/Joy A. Roeder/   |   |  |
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#### ASSIGNMENT AGREEMENT

#### December 9

This Agreement ("<u>Agreement</u>") effective as of  $[ \frac{1}{2} ]$ , 2014 (the "<u>Effective Date</u>") between Simplify Medical Pty Ltd ("<u>Assignee</u>") and Simplify Medical, Inc. ("<u>Assignor</u>"). NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

#### ARTICLE 1 ASSIGNMENT

1.1 <u>Assignment</u>. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to:

i. Any and all subject matter claimed or disclosed in those patent applications listed on <u>Exhibit A</u> (collectively such subject matter, the "<u>Inventions</u>" and such applications, the "<u>Existing</u> <u>Applications</u>");

ii. all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants with respect to any Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

iii. any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on any Invention anywhere in the world, including each and every application (whether provisional, converted provisional, utility or otherwise) filed and each and every patent granted on any application which is a division, substitution, continuation or continuation in part of any of said applications (collectively, the "<u>Patents</u>");

iv. each and every reissue or extension of any of the Patents;

v. each and every patent claim resulting from a reexamination certificate for any and all of the Patents;

vi. any and all technical information, know-how, test results, knowledge, techniques, discoveries, data, ideas, specifications, designs, trade secrets, regulatory and other governmental filings, documents, apparatus, clinical and regulatory strategies, manufacturing information, descriptions, compositions of matter, processes, methods, procedures, assays, preclinical and clinical data, analytical and quality control or assurance data and any other similar information, in each case that relates to or is otherwise reasonably necessary or useful for the manufacture, packaging, use (including delivery), sale, importation or other exploitation of Inventions or Patents (collectively, "Technology"); and

vii. all causes of action and enforcement rights for the Patents or Technology including all rights to pursue damages, injunctive relief and other remedies for past and future infringement or misappropriation of the Patents or Technology.

1.2 <u>Issuance of Patents And/Or Certificates of Invention</u>. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

#### ARTICLE 2 CONSIDERATION

2.1 <u>Assignment Payment</u>. In consideration for the assignments granted by Assignor to Assignee herein, Assignee shall pay to Assignor US\$1,590,000.00 by instalments and at times agreed to by the Assignor.

#### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 <u>Warranties</u>. Assignor represents and warrants that: (i) he is the owner of the entire right, title, and interest in and to the Inventions and Patents free and clear of any liens or encumbrances; (ii) he has not previously granted and will not grant any rights in the Inventions or Patents to any third party; (iii) except for the Patents, as of the Effective Date, he does not own or control any patent or patent application (including any invention disclosure or draft patent application for which a patent application is intended to be filed) the claims of which would dominate any practice of the Inventions; (iv) as of the Effective Date, there are no actions, suits or proceedings pending or threatened in writing against him at law or in equity by or before any third party, federal, state or other governmental department, agency or instrumentality, domestic or foreign, which may in any way adversely affect Assignee' rights hereunder or otherwise call into question his rights to transfer to Assignee the rights contemplated hereunder and (v) the Inventions have not been developed under any funding agreement with the Government of the United States.

3.2 <u>Disclaimer</u>. EXCEPT AS PROVIDED IN THIS ARTICLE 4, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND BOTH PARTIES SPECIFICALLY DISLCAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

#### ARTICLE 4 INDEMNIFICATION

Assignee shall defend Assignor from and against any and all claims, suits or proceedings brought by third parties (including reasonable attorneys' fees) (any of the foregoing, a "<u>Claim</u>") against Assignor, as a direct result of Assignee' gross negligence or willful misconduct; provided, however, that Assignee' obligations pursuant to this Article 5 shall not apply to the extent that such Claims result from (i) the negligence, bad faith, willful misconduct or omission of Assignor; or (ii) breach of any of the terms or conditions of this Agreement, including the representations and warranties made by Assignor in Section 4.1. Assignee' indemnity obligations are contingent upon Assignor: (i) promptly notifying Assignee in writing of any such Claim with respect to which he intends to claim such indemnification; (ii) giving Assignee sole control of the defense and/or settlement thereof; and (iii) providing Assignee, at Assignee' expense, with reasonable assistance and full information with respect to such Claim. Assignee shall have no obligations for any Claim if Assignor makes any admission, settlement or other communication regarding such Claim without the prior written consent of Assignee, not to be unreasonably withheld.

#### ARTICLE 5 MISCELLANEOUS

5.1 <u>Further Assurances</u>. Assignor agrees to assist Assignee, or its designee, at Assignee' expense, in every proper way to secure Assignee' rights in the Inventions and Patents in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary or appropriate in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Inventions and Patents. If Assignee is unable because of Assignor unavailability or for any other reason to secure his signature to file, prosecute, maintain or enforce any Patent, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor.

5.2 General. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to its principles of conflicts of law. The relationship of Assignor and Assignee established by this Agreement is that of independent contractors. Assignor agrees not to disclose any terms of this Agreement to any third party without the consent of Assignee, except as required by securities or other applicable laws, to prospective and other investors and such party's accountants, attorneys and other professional advisors. This Agreement shall be binding upon the successors and assigns of the parties. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to address of the applicable party set forth below its signature, or such other address as may be specified in writing to the other party. This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Agreement may only be amended with a writing signed by authorized representatives of both parties hereto that specifically and expressly refers to this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

5.3 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page follows]

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

| Assignor – Simplify Medical, Inc.        | Assignee – Simplify Medical Pty Ltd |
|--|-------------------------------------|
| By: De it fed                            | Ву:                                 |
| Name: David Hourd                        | Name: MARK CARNEGIE                 |
| Title:CEO                                | Title: DIRECTOR                     |
| Address: 201 Son Antonia Circle Saite 15 | Address: 120B UNDERWOOD ST          |
| Mountain View, CA 94040                  | PADDINGTON NSW AUSTRALIA 202        |

94040 PADDINGTON NSW AUSTRALIA 2021

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#### EXHIBIT A

### **EXISTING APPLICATION**

| US/PCT<br>Application<br>No. | Filing Date     | Title  | Inventors   | Publication/<br>Patent No. | Publication/<br>Patent Date/<br>Status   |
|------------------------------|-----------------|--|---|----------------------------|--|
| PCT/US2004/<br>016789        | 26-May-<br>2004 | Prosthetic Disc<br>for Intervertebral<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | WO<br>04/105638            | 09-Dec-2004<br>(Published,<br>Expired)   |
| 60/473,803                   | 27-May-<br>2003 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan                             | n/a                        | (Provisional,<br>Expired)                |
| 10/855,817                   | 26-May-<br>2004 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 7,442,211               | 28-Oct-2008<br>(Patented)                |
| 12/101,664                   | 11-Apr-<br>2008 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2008-<br>0221696        | 11-Sep-2008<br>(Published,<br>Pending)   |
| 12/556,658                   | 10-Sep-<br>2009 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2009-<br>0326656        | 31-Dec-2009<br>(Published,<br>Abandoned) |
| 12/759,460                   | 13-Apr-<br>2010 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2010-<br>0191338        | 29-Jul-2010<br>(Published,<br>Abandoned) |
| 13/274,111                   | 14-Oct-<br>2011 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2012-<br>0035732        | 09-Feb-2012<br>(Published,<br>Abandoned) |
| 13/619,281                   | 14-Sep-<br>2012 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 8,771,356               | 08-Jul-2014<br>(Patented)                |
| 13/619,180                   | 14-Sep-<br>2012 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2013-<br>0013072        | 10-Jan-2013<br>(Published,<br>Abandoned) |
| 14/287,709                   | 27-May-<br>2014 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2014-<br>0277475        | 18-Sep-2014<br>(Published,<br>Pending)   |
| 12/986,292                   | 07-Jan-<br>2011 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 2011-<br>0160862        | 30-Jun-<br>2011(Published<br>, Pending)  |
| 12/103,210                   | 15-Apr-<br>2008 | Intervertebral<br>Prosthetic Disc                  | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | US 8,092,538               | 10-Jan-2012<br>(Patented)                |
| 60/473,802                   | 27-May-<br>2003 | Prosthetic Disc<br>for Intervertebral<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard | n/a                        | (Provisional,<br>Expired)                |
| 10/855,253                   | 26-May-<br>2004 | Prosthetic Disc<br>for Intervertebral              | de Villiers,<br>Malan; Hahnle,                    | US 7,753,956               | 13-Jul-2010<br>(Patented)                |

|                       |                 | Insertion   | Ulrich Reinhard   |                     |  |
|-----------------------|-----------------|---|---|---------------------|--|
| 12/464,670            | 12-May-<br>2009 | Prosthetic Disc<br>for Intervertebral<br>Insertion                            | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 8,444,695        | 21-May-2013<br>(Patented)                |
| 12/626,027            | 25-Nov-<br>2009 | Prosthetic Disc<br>for Intervertebral<br>Insertion                            | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 8,845,729        | 30-Sep-2014<br>(Patented)                |
| 12/030,772            | 13-Feb-<br>2008 | Prosthetic Disc<br>for Intervertebral<br>Insertion                            | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 8,454,698        | 04-Jun-2013<br>(Patented)                |
| 14/150,437            | 08-Jan-<br>2014 | Prosthetic Disc<br>for Intervertebral<br>Insertion                            | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 2014-<br>0128976 | 08-May-2014<br>(Published,<br>Allowed)   |
| PCT/IB2004/00<br>0170 | 26-Jan-<br>2004 | Spinal Midline<br>Indicator   | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | WO<br>04/066865     | 12-Aug-2004<br>(Published,<br>Expired)   |
| 11/187,733            | 21-Jul-2005     | Spinal Midline<br>Indicator   | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 7,637,913        | 29-Dec-2009<br>(Patented)                |
| 12/616,697            | 11-Nov-<br>2009 | Spinal Midline<br>Indicator   | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 8,090,428        | 03-Jan-2012<br>(Patented)                |
| 13/310,514            | 02-Dec-<br>2011 | Spinal Midline<br>Indicator   | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 2012-<br>0078374 | 29-Mar-2012<br>(Published,<br>Abandoned) |
| PCT/US2005/<br>027049 | 29-Jul-2005     | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | WO<br>06/017397     | 16-Feb-2006<br>(Published,<br>Expired)   |
| 10/913,780            | 06-Aug-<br>2004 | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 7,585,326        | 08-Sep-2009<br>(Patented)                |
| 12/650,231            | 30-Dec-<br>2009 | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 2010-<br>0100141 | 22-Apr-2010<br>(Published,<br>Allowed)   |
| 13/619,352            | 14-Sep-<br>2012 | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David       | US 2013-<br>0013073 | 10-Jan-2013<br>(Published,<br>Abandoned) |

|                       |                 |   | C.  |                     |  |
|-----------------------|-----------------|---|---|---------------------|--|
| 12/044,165            | 07-Mar-<br>2008 | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 8,206,447        | 26-Jun-2012<br>(Patented)                |
| 12/044,175            | 07-Mar-<br>2008 | Method and<br>Apparatus for<br>Intervertebral<br>Disc Prosthesis<br>Insertion | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 2008-<br>0154301 | 26-Jun-2008<br>(Published,<br>Abandoned) |
| PCT/IB2004/00<br>0171 | 26-Jan-<br>2004 | Intervertebral<br>Prosthesis<br>Placement<br>Instrument                       | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | WO<br>04/066884     | 12-Aug-2004<br>(Published,<br>Expired)   |
| 11/187,403            | 21-Jul-2005     | Intervertebral<br>Prosthesis<br>Placement<br>Instrument                       | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 8,685,035        | 01-Apr-2014<br>(Patented)                |
| 12/624,631            | 24-Nov-<br>2009 | Spinal Midline<br>Indicator   | de Villiers,<br>Malan; Hahnle,<br>Ulrich Reinhard                           | US 2010-<br>0069976 | 18-Mar-2010<br>(Published,<br>Pending)   |
| PCT/US2005/02<br>6160 | 21-Jul-2005     | Intervertebral<br>Prosthetic Disc<br>With Metallic<br>Core                    | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | WO<br>06/014830     | 09-Feb-2006<br>(Published,<br>Expired)   |
| 10/903,913            | 30-Jul-2004     | Intervertebral<br>Prosthetic Disc<br>With Metallic<br>Core                    | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 7,575,599        | 18-Aug-2009<br>(Patented)                |
| 12/431,436            | 28-Apr-<br>2009 | Intervertebral<br>Prosthetic Disc<br>With Metallic<br>Core                    | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C, | US 8,062,371        | 22-Nov-2011<br>(Patented)                |
| 13/288,285            | 03-Nov-<br>2011 | Intervertebral<br>Prosthetic Disc<br>With Metallic<br>Core                    | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;<br>Hovda, David<br>C. | US 2012-<br>0059478 | 08-Mar-2012<br>(Published,<br>Pending)   |

| 12/431,420            | 28-Apr-<br>2009 | Intervertebral<br>Prosthetic Disc<br>With Metallic<br>Core    | de Villiers,<br>Malan; Hahnle,<br>Ulrich<br>Reinhard;        | US 8,002,834        | 23-Aug-2011<br>(Patented)                |
|-----------------------|-----------------|---|--|---------------------|--|
|                       |                 |   | Hovda, David<br>C.   |                     |  |
| PCT/US2006/<br>002263 | 19-Jan-<br>2006 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | WO<br>06/083599     | 10-Aug-2006<br>(Published,<br>Expired)   |
| 11/051,513            | 04-Feb-<br>2005 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | US 8,083,797        | 27-Dec-2011<br>(Patented)                |
| 13/292,978            | 09-Nov-<br>2011 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | US 8,398,712        | 19-Mar-2013<br>(Patented)                |
| PCT/IB2003/<br>001529 | 24-Apr-<br>2003 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | WO<br>04/026187     | 01-Apr-2004<br>(Published,<br>Expired)   |
| 11/468,601            | 30-Aug-<br>2006 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | n/a                 | (Abandoned)                              |
| 11/468,618            | 30-Aug-<br>2006 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 7,731,754        | 08-Jun-2010<br>(Patented)                |
| 11/982,431            | 31-Oct-<br>2007 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 2008-<br>0228277 | 18-Sep-2008<br>(Published,<br>Abandoned) |
| 11/982,420            | 31-Oct-<br>2007 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 2008-<br>0294259 | 27-Nov-2008<br>(Published,<br>Pending)   |
| 12/129,868            | 30-May-<br>2008 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 8,262,732        | 11-Sep-2012<br>(Patented)                |
| 12/731,993            | 25-Mar-<br>2010 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 2010-<br>0179419 | 15-Jul-2010<br>(Published,<br>Pending)   |
| 11/084,224            | 18-Mar-<br>2005 | Intervertebral<br>Prosthesis                                  | de Villiers,<br>Malan ; Hahnle,<br>Ulrich Reinhard           | US 7,531,001        | 12-May-2009<br>(Patented)                |
| PCT/US2007/<br>066564 | 12-Apr-<br>2007 | Posterior Spinal<br>Device and<br>Method                      | de Villiers,<br>Malan; Hovda,<br>David C.                    | WO<br>07/124320     | 25-Oct-2007<br>(Published,<br>Expired)   |
| 60/744,710            | 12-Apr-<br>2006 | Spinal Disc<br>Arthoscopy                                     | de Villiers,<br>Malan; Hovda,<br>David C.                    | n/a                 | (Provisional,<br>Expired)                |

| 60/746,731            | 08-May-<br>2006   | Spinal Disc<br>Arthoscopy  | de Villiers,<br>Malan                                   | n/a                 | (Provisional,<br>Expired)                |
|-----------------------|-------------------|--|---|---------------------|--|
| 60/883,493            | 04-Jan-<br>2007   | Spinal Disc<br>Arthoscopy  | de Villiers,<br>Malan                                   | n/a                 | (Provisional,<br>Expired)                |
| 11/787,110            | 12-Apr-<br>2007   | Posterior Spinal<br>Device and<br>Method   | de Villiers,<br>Malan; Hovda,<br>David C.               | US 8,734,519        | 27-May-2014<br>(Patented)                |
| 12/025,561            | 04-Feb-<br>2008   | Posterior Spinal<br>Device and<br>Method   | de Villiers,<br>Malan; Hovda,<br>David C.               | US 8,486,147        | 16-Jul-2013<br>(Patented)                |
| 12/827,852            | 30-Jun-<br>2010   | Posterior Spinal<br>Device and<br>Method   | de Villiers,<br>Malan; Hovda,<br>David C.               | n/a                 | (Abandoned)                              |
| 12/841,717            | 22-Jul-2010       | Posterior Spinal<br>Device and<br>Method   | de Villiers,<br>Malan; Hovda,<br>David C.               | US 8,801,792        | 12-Aug-2014<br>(Patented)                |
| PCT/US2007/<br>074584 | 27-Jul-2007       | Spinal Prosthesis<br>With Offset<br>Anchors  | de Villiers,<br>Malan; Hovda,<br>David C.               | WO<br>08/014452     | 31-Jan-2008<br>(Published,<br>Expired)   |
| 60/820,769            | 28-Jul-2006       | Spinal Prosthesis<br>With Offset<br>Anchors  | de Villiers,<br>Malan; Hovda,<br>David C.               | n/a                 | (Provisional,<br>Expired)                |
| 11/829,054            | 26-Jul-2007       | Spinal Prosthesis<br>With Offset<br>Anchors  | de Villiers,<br>Malan; Hovda,<br>David C.               | US 2008-<br>0051900 | 28-Feb-2008<br>(Published,<br>Abandoned) |
| PCT/US2007/<br>074585 | 27-Jul-2007       | Spinal Prosthesis<br>With Multiple<br>Pillar Anchors                                   | de Villiers,<br>Malan; Hovda,<br>David C.               | WO<br>08/014453     | 31-Jan-2008<br>(Published,<br>Expired)   |
| 60/820,770            | 28-Jul-2006       | Spinal Prosthesis<br>With Multiple<br>Pillar Anchors                                   | de Villiers,<br>Malan; Hovda,<br>David C.               | n/a                 | (Provisional,<br>Expired)                |
| 11/829,056            | 26-Jul-2007       | Spinal Prosthesis<br>With Multiple<br>Pillar Anchors                                   | de Villiers,<br>Malan; Hovda,<br>David C.               | US 2008-<br>0051901 | 28-Feb-2008<br>(Published,<br>Abandoned) |
| PCT/US09/<br>40246    | 10-April-<br>2009 | Motion Limiting<br>Insert and<br>Method for an<br>Artificial<br>Intervertebral<br>Disc | Barr, Bryan M.;<br>Hovda, David<br>C.; Arramon,<br>Yves | WO<br>09/126908     | 15-Oct-2009<br>(Published,<br>Abandoned) |
| 61/044,290            | 11-Apr-<br>2008   | Motion Limiting<br>Insert and<br>Method for an<br>Artificial<br>Intervertebral<br>Disc | Barr, Bryan M.;<br>Hovda, David<br>C.; Arramon,<br>Yves | n/a                 | (Provisional,<br>Expired)                |
| 12/419,532            | 07-Apr-<br>2009   | Motion Limiting<br>Insert and  | Barr, Bryan M.;<br>Hovda, David                         | US 2010-<br>0087868 | 08-Apr-2010<br>(Published,               |

|                       |                 | Method for an<br>Artificial<br>Intervertebral<br>Disc  | C.; Arramon,<br>Yves   |                     | Pending)                                 |
|-----------------------|-----------------|--|--|---------------------|--|
| PCT/US2008/<br>071551 | 30-Jul-2008     | Customized<br>Intervertebral<br>Prosthesis Disc<br>With Shock<br>Absorption                                      | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | WO<br>09/023436     | 19-Feb-2009<br>(Published,<br>Expired)   |
| 11/836,684            | 09-Aug-<br>2007 | Customized<br>Intervertebral<br>Prosthesis Disc<br>With Shock<br>Absorption                                      | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | US 2009-<br>0043391 | 12-Feb-2009<br>(Published,<br>Abandoned) |
| 12/883,068            | 15-Sep-<br>2010 | Customized<br>Intervertebral<br>Prosthesis Disc<br>With Shock<br>Absorption                                      | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | US 8,506,631        | 13-Aug-2013<br>(Patented)                |
| 13/941,121            | 12-Jul-2013     | Customized<br>Intervertebral<br>Prosthesis Disc<br>With Shock<br>Absorption                                      | de Villiers,<br>Malan; Hovda,<br>David C.;<br>Shapiro, James | US 2013-<br>0297026 | 07-Nov-2013<br>(Published,<br>Pending)   |
| PCT/US2008/<br>076509 | 16-Sep-<br>2008 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption Core   | Arramon, Yves  | WO<br>09/039086     | 26-Mar-2009<br>(Published,<br>Abandoned) |
| 60/973,003            | 17-Sep-<br>2007 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption Core   | Airamon, Yves  | n/a                 | (Provisional,<br>Expired)                |
| 12/207,635            | 10-Sep-<br>2008 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorption Core   | Arramon, Yves  | US 2009-<br>0076614 | 19-Mar-2009<br>(Published,<br>Pending)   |
| PCT/US2008/<br>080798 | 22-Oct-<br>2008 | Method and<br>Spacer Device<br>for Spanning a<br>Space Formed<br>Upon Removal<br>of an<br>Intervertebral<br>Disc | Hovda, David<br>C.; Arramon,<br>Yves                         | WO<br>09/055481     | 30-Apr-2009<br>(Published,<br>Abandoned) |
| PCT/US2008/<br>080804 | 22-Oct-<br>2008 | Dynamic Spacer<br>Device and<br>Method for<br>Spanning a Space   | Hovda, David<br>C.; Arramon,<br>Yves; Jansen,<br>Neville; de | WO<br>09/055481     | 30-Apr-2009<br>(Published,<br>Expired)   |

|                      |                 | Formed Upon<br>Removal of an<br>Intervertebral<br>Disc   | Villiers, Malan   |                     |  |
|----------------------|-----------------|--|---|---------------------|--|
| PCT/2008/<br>080800  | 22-Oct-<br>2008 | Vertebral Body<br>Replacement and<br>Method for<br>Spanning a Space<br>Formed Upon<br>Removal of a<br>Vertebral Body     | Hovda, David<br>C.; Arramon,<br>Yves  | WO<br>09/055478     | 30-Apr-2009<br>(Published,<br>Abandoned) |
| 60/981,663           | 22-Oct-<br>2007 | Method and<br>Spacer Device<br>for Spanning a<br>Space Formed<br>Upon Removal<br>of an<br>Intervertebral<br>Disc         | Hovda, David<br>C.; Arramon,<br>Yves  | n/a                 | (Provisional,<br>Expired)                |
| 12/255,731           | 22-Oct-<br>2008 | Method and<br>Spacer Device<br>for Spanning a<br>Space Formed<br>Upon Removal<br>of an<br>Intervertebral<br>Disc         | Hovda, David<br>C.; Aıramon,<br>Yves  | US 2009-<br>0105833 | 23-Apr-2009<br>(Published,<br>Pending)   |
| 12/255,733           | 22-Oct-<br>2008 | Dynamic Spacer<br>Device and<br>Method for<br>Spanning a Space<br>Formed Upon<br>Removal of an<br>Intervertebral<br>Disc | Hovda, David<br>C.; Arramon,<br>Yves; Jansen,<br>Neville; de<br>Villiers, Malan | US 2009-<br>0105834 | 23-Apr-2009<br>(Published,<br>Abandoned) |
| 12/255,737           | 22-Oct-<br>2008 | Vertebral Body<br>Replacement and<br>Method for<br>Spanning a Space<br>Formed Upon<br>Removal of a<br>Vertebral Body     | Hovda, David<br>C.; Arramon,<br>Yves  | US 8,758,441        | 24-Jun-2014<br>(Patented)                |
| PCT/US2009<br>031723 | 22-Jan-<br>2009 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorbing Core<br>Formed With<br>Disc Springs                         | Arramon, Yves;<br>de Villiers,<br>Malan; Jansen,<br>Neville                     | WO<br>09/094475     | 30-Jul-2009<br>(Published,<br>Expired)   |

| 61/023,480            | 25-Jan-<br>2008 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorbing Core<br>Formed With<br>Disc Springs | Arramon, Yves;<br>de Villiers,<br>Malan; Jansen,<br>Neville | n/a                 | (Provisional,<br>Expired)                |
|-----------------------|-----------------|--|---|---------------------|--|
| 61/049,259            | 30-Apr-<br>2008 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorbing Core<br>Formed With<br>Disc Springs | Arramon, Yves;<br>de Villiers,<br>Malan; Jansen,<br>Neville | n/a                 | (Provisional,<br>Expired)                |
| 12/358,716            | 23-Jan-<br>2009 | Intervertebral<br>Prosthetic Disc<br>With Shock<br>Absorbing Core<br>Formed With<br>Disc Springs | Arramon, Yves;<br>de Villiers,<br>Malan; Jansen,<br>Neville | US 2009-<br>0192617 | 30-Jul-2009<br>(Published,<br>Pending)   |
| PCT/US2009/<br>031726 | 22-Jan-<br>2009 | Compliant<br>Implantable<br>Prosthetic Joint<br>With Preloaded<br>Spring                         | Arramon, Yves   | WO<br>09/094477     | 30-Jul-2009<br>(Published,<br>Expired)   |
| 61/023,536            | 25-Jan-<br>2008 | Compliant<br>Implantable<br>Prosthetic Joint<br>With Preloaded<br>Spring                         | Arramon, Yves   | n/a                 | (Provisional,<br>Expired)                |
| 12/358,726            | 23-Jan-<br>2009 | Compliant<br>Implantable<br>Prosthetic Joint<br>With Preloaded<br>Spring                         | Arramon, Yves   | US 2010-<br>0030335 | 4-Feb-2010<br>(Published,<br>Pending)    |
| PCT/US2009/<br>036687 | 10-Mar-<br>2009 | Artificial<br>Intervertebral<br>Disc With Lower<br>Height  | de Villiers,<br>Malan; Jansen,<br>Neville;<br>Arramon, Yves | WO<br>09/114546     | 17-Sep-2009<br>(Published,<br>Abandoned) |
| 61/069,048            | 11-Mar-<br>2008 | Artificial<br>Intervertebral<br>Disc With Lower<br>Height  | de Villiers,<br>Malan; Jansen,<br>Neville;<br>Arramon, Yves | n/a                 | (Provisional,<br>Expired)                |
| 12/400,221            | 09-Mar-<br>2009 | Artificial<br>Intervertebral<br>Disc With Lower<br>Height  | de Villiers,<br>Malan; Jansen,<br>Neville;<br>Arramon, Yves | US 8,764,833        | 01-Jul-2014<br>(Patented)                |
| 14/285,411            | 22-May-<br>2014 | Artificial<br>Intervertebral<br>Disc With Lower  | de Villiers,<br>Malan; Jansen,<br>Neville;                  | US 2014-<br>0257493 | 11-Sep-2014<br>(Published,<br>Pending)   |

|                       |                 | Height   | Arramon, Yves   | A Commission        |  |
|-----------------------|-----------------|--|---|---------------------|--|
| PCT/US2009/<br>042892 | 05-May-<br>2009 | Polyaryletherketo<br>ne Artificial<br>Intervertebral<br>Disc | Arramon, Yves;<br>Jansen, Neville;<br>de Villiers,<br>Malan | WO<br>09/137514     | 12-Nov-2009<br>(Published,<br>Expired)   |
| 61/050,455            | 05-May-<br>2008 | Polyaryletherketo<br>ne Artificial<br>Intervertebral<br>Disc | Arramon, Yves   | n/a                 | (Provisional,<br>Expired)                |
| 12/435,572            | 05-May-<br>2009 | Polyaryletherketo<br>ne Artificial<br>Intervertebral<br>Disc | Arramon, Yves;<br>Jansen, Neville;<br>de Villiers,<br>Malan | US 2009-<br>0276051 | 05-Nov-2009<br>(Published,<br>Pending)   |
| 12/857,806            | 17-Aug-<br>2010 | Polyaryletherketo<br>ne Artificial<br>Intervertebral<br>Disc | Arramon, Yves;<br>Jansen, Neville;<br>de Villiers,<br>Malan | US 2010-<br>0312347 | 09-Dec-2010<br>(Published,<br>Pending)   |
| PCT/US2009/<br>049619 | 02-Jul-2009     | Limited Motion<br>Prosthetic<br>Intervertebral<br>Disc       | Airamon, Yves   | WO<br>10/003119     | 07-Jan-2010<br>(Published,<br>Abandoned) |
| 61/077,806            | 02-Jul-2008     | Limited Motion<br>Prosthetic<br>Intervertebral<br>Disc       | Arramon, Yves   | n/a                 | (Provisional,<br>Expired)                |
| 12/496,057            | 01-Jul-2009     | Limited Motion<br>Prosthetic<br>Intervertebral<br>Disc       | Arramon, Yves   | US 2010-<br>0004746 | 07-Jan-2010<br>(Published,<br>Pending)   |
| PCT/US2009/<br>050572 | 14-Jul-2009     | Artificial<br>Intervertebral<br>Disc Placement<br>System     | Jansen, Neville;<br>de Villiers,<br>Malan                   | WO<br>10/009151     | 21-Jan-2010<br>(Published,<br>Expired)   |
| 61/081,441            | 17-Jul-2008     | Artificial<br>Intervertebral<br>Disc Placement<br>System     | Jansen, Neville;<br>de Villiers,<br>Malan                   | n/a                 | (Provisional,<br>Expired)                |
| 12/504,033            | 16-Jul-2009     | Artificial<br>Intervertebral<br>Disc Placement<br>System     | Jansen, Neville;<br>de Villiers,<br>Malan                   | US 8,206,449        | 26-Jun-2012<br>(Patented)                |
| 13/476,845            | 21-May-<br>2012 | Artificial<br>Intervertebral<br>Disc Placement<br>System     | Jansen, Neville;<br>de Villiers,<br>Malan                   | US 8,636,805        | 28-Jan-2014<br>(Patented)                |
| 61/082,012            | 18-Jul-2008     | Polyaruletherketo<br>ne Artificial<br>Intervertebral         | Arramon, Yves;<br>Jansen, Neville;<br>de Villiers,          | n/a                 | (Provisional,<br>Expired)                |

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|                       |                 | Disc   | Malan                                     |                     |  |
|-----------------------|-----------------|--|---|---------------------|--|
| PCT/US2009/<br>050575 | 14-Jul-2009     | Posterior<br>Prosthetic<br>Intervertebral<br>Disc                                    | de Villiers,<br>Malan; Jansen,<br>Neville | WO<br>10/009153     | 21-Jan-2010<br>(Published,<br>Expired) |
| 61/081,952            | 18-Jul-2008     | Posterior<br>Prosthetic<br>Intervertebral<br>Disc                                    | de Villiers,<br>Malan; Jansen,<br>Neville | n/a                 | (Provisional,<br>Expired)              |
| 12/504,042            | 16-Jul-2009     | Posterior<br>Prosthetic<br>Intervertebral<br>Disc                                    | de Villiers,<br>Malan; Jansen,<br>Neville | US 8,845,730        | 30-Sep-2014<br>(Patented)              |
| 14/467,274            | 25-Aug-<br>2014 | Posterior<br>Prosthetic<br>Intervertebral<br>Disc                                    | de Villiers,<br>Malan; Jansen,<br>Neville | n/a                 | (Pending)                              |
| PCT/US2011/<br>034173 | 27-Apr-<br>2011 | Prosthetic<br>Intervertebral<br>Disc With<br>Movable Core                            | de Villiers,<br>Malan; Jansen,<br>Neville | WO<br>11/137182     | 03-Nov-2011<br>(Published,<br>Pending) |
| 61/328,504            | 27-Apr-<br>2010 | Prosthetic<br>Intervertebral<br>Disc With<br>Movable Core                            | de Villiers,<br>Malan; Jansen,<br>Neville | n/a                 | (Provisional,<br>Expired)              |
| 13/094,131            | 26-Apr-<br>2011 | Prosthetic<br>Intervertebral<br>Disc With<br>Movable Core                            | de Villiers,<br>Malan; Jansen,<br>Neville | US 2012-<br>0101579 | 26-Apr-2012<br>(Published,<br>Pending) |
| PCT/US2012/<br>059401 | 09-Oct-<br>2012 | Anatomy<br>Accomodating<br>Prosthetic<br>Intervertebral<br>Disc With Lower<br>Height | Arramon, Yves                             | WO<br>13/055705     | 18-Apr-2013<br>(Published,<br>Pending) |
| 61/546,848            | 13-Oct-<br>2011 | Anatomy<br>Accomodating<br>Prosthetic<br>Intervertebral<br>Disc With Lower<br>Height | Arramon, Yves                             | n/a                 | (Provisional,<br>Expired)              |
| 13/647,933            | 09-Oct-<br>2012 | Anatomy<br>Accomodating<br>Prosthetic<br>Intervertebral<br>Disc With Lower<br>Height | Arramon, Yves                             | US 8,808,384        | 19-Aug-2014<br>(Patented)              |
| 14/339,280            | 23-Jul-2014     | Anatomy  | Arramon, Yves                             | US 2014-            | 13-Nov-2014                            |

| Accomodating<br>Prosthetic<br>Intervertebral<br>Disc With Lower<br>Height | 0336765 | (Published,<br>Pending) |  |
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