

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4332393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EXCELSIUS SURGICAL L.L.C.	12/23/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GLOBUS MEDICAL, INC.
<b>Street Address:</b>	2560 GENERAL ARMISTEAD AVENUE
<b>City:</b>	AUDUBON
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19403
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15466937
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	610-930-1800
<b>Email:</b>	Skyttle@GLOBUSMEDICAL.COM
<b>Correspondent Name:</b>	GLOBUS MEDICAL, INC.
<b>Address Line 1:</b>	VALLEY FORGE BUSINESS CENTER
<b>Address Line 2:</b>	2560 GENERAL ARMISTEAD AVENUE
<b>Address Line 4:</b>	AUDUBON, PENNSYLVANIA 19403
<b>ATTORNEY DOCKET NUMBER:</b>	0218.393.0016
<b>NAME OF SUBMITTER:</b>	SUSAN KYTTLE
<b>SIGNATURE:</b>	/Susan Kyttle/
<b>DATE SIGNED:</b>	03/23/2017
<b>Total Attachments: 5</b>	
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source=Excelsius_AssignofPatents#page5.tif	

## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated December 23, 2013, is entered into by Excelsius Surgical, L.L.C., an Arizona limited liability company ("*Assignor*"), for the benefit of Globus Medical, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated December 23, 2013 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.1 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosures and related patent rights therein and all the inventions disclosed in each such disclosure, patent or application which are a part of the Purchased Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, continuation-in-parts, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, continuation-in-parts, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid Patents and inventions to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

Assignor agrees that on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, continuation-in-parts, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

[THE SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this \_\_\_\_ day of December, 2013.

**ASSIGNOR:**

**EXCELSIUS SURGICAL, L.L.C.**, an Arizona limited liability company

By: \_\_\_\_\_  
Mitchell A. Foster, Operating Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this \_\_\_\_ day of December, 2013, before me, a Notary Public in and for said State, personally appeared Mitchell A. Foster, Operating Manager of Excelsius Surgical, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED:**

**ASSIGNEE:**

**GLOBUS MEDICAL, INC.**, a Delaware corporation

By: Anthony L. Williams  
Name: Anthony L. Williams  
Title: VP of Business Development & Corp. Counsel

[Signature Page to Assignment of Patents]

**EXHIBIT A**  
**EXCELSTUS SURGICAL, L.L.C.**  
**LIST OF PATENTS**

Country	Appln No.	Filing Date	Patent No.	Issue Date	Title	Status
USA	11/676,023	2/16/2007	8,010,181	8/30/2011	SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Issued
EPR	07757145.3	2/16/2007			SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Examination is in progress
CA	2,642,481	2/16/2007			SYSTEM UTILIZING RADIO FREQUENCY SIGNALS FOR TRACKING AND IMPROVING NAVIGATION OF SLENDER INSTRUMENTS DURING INSERTION IN THE BODY	Examination requested
USA	11/838,027	8/13/2007	8,219,177	7/10/2012	METHOD AND SYSTEM FOR PERFORMING INVASIVE MEDICAL PROCEDURES USING A SURGICAL ROBOT	Issued
USA	11/845,557	8/27/2007	8,219,178	7/10/2012	METHOD AND SYSTEM FOR PERFORMING INVASIVE MEDICAL PROCEDURES USING A SURGICAL ROBOT	Issued
USA	14/062,707	10/24/2013			SURGICAL TOOL SYSTEMS AND METHOD	Awaiting Examination
USA	14/030,796	9/18/2013			INTERVERTEBRAL DOSING DEVICE	Awaiting

Exhibit A

Country	Appln No.	Filing Date	Patent No.	Issue Date	Title	Status
					AND METHOD	Examination
USA	13/924,505	6/21/2013			SURGICAL ROBOT PLATFORM	Awaiting Examination
PCT	13/924,505	6/21/2013			SURGICAL ROBOT PLATFORM	Awaiting Examination
USA	14/021,846	9/9/2013			PERCUTANEOUS BONE SCREW DEVICE AND METHOD	Awaiting Examination
USA	61/662,702	6/21/12			Surgical Robot Platform	Examination Expired
USA	61/800,527	3/15/13			Surgical Robot Platform	Pending

Exhibit A

PATENT

REEL: 041695 FRAME: 0207

RECORDED: 03/23/2017