

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4435929

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAMY ABDOU MD	05/07/2012
RECEIVING PARTY DATA	
Name:	NUVASIVE, INC.
Street Address:	7475 LUSK BLVD.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15608668
CORRESPONDENCE DATA	
Fax Number:	(205)488-6267
<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>	
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ATTORNEY DOCKET NUMBER:	524US4
NAME OF SUBMITTER:	DONITA EVANS
SIGNATURE:	/donita evans/
DATE SIGNED:	05/30/2017
Total Attachments: 5	
source=524US4assign#page1.tif	
source=524US4assign#page2.tif	
source=524US4assign#page3.tif	
source=524US4assign#page4.tif	
source=524US4assign#page5.tif	

SCHEDULE D

Form of Patent Assignment

This ASSIGNMENT OF PATENT RIGHTS (this "*Assignment*") is entered into and made effective as of May 7, 2012 by and between Samy Abdou, M.D., an individual, on the one hand ("*Assignor*"), and Nuvasive, Inc., a Delaware corporation ("*Assignee*"), on the other hand. The Assignor and the Assignee are referred to herein collectively as the "*Parties*" and each of them individually as a "*Party*."

WHEREAS, Assignor is the sole and exclusive owner of the following United States patent applications and patents, together with all continuations, claims of continuations-in-part limited to only those claims that are granted priority to such patents and patent applications, divisionals, provisionals and renewals of the foregoing and any other prior or subsequent filings in the United States, in each case only to the extent claiming priority to the foregoing, all letters of patent granted with respect to the foregoing, and all patents of addition, restorations, extensions, supplementary protection certificates, registration or confirmation patents, reissues and re-examinations of the foregoing in the United States, collectively, the "Assigned Patent Rights":

8,002,802	Devices and Methods for Inter-Vertebral Orthopedic Device Placement
7,842,074	Spinal Stabilization Systems and Methods of Use
12/790,754	Spinal Stabilization Systems and Methods of Use

WHEREAS, in connection with that certain Patent Assignment and Payment Agreement dated May 7, 2012 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee, pursuant to the exception below, the Assigned Patent Rights.

Assignee expressly acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Assignor does not assign, and keeps for himself, application 12/779,839 (entitled Devices and Methods for Inter-Vertebral Orthopedic Device Placement), together with all rights related thereto. Assignee expressly acknowledges and agrees that application 12/779,839 is excluded from the Assigned Patent Rights hereunder.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Assignment Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Assignment Agreement.

1. Conveyance and Acceptance of Assigned Patent Rights. Effective as of the Effective Date, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys

and delivers to Assignee (and to Assignee's successors and assigns), all of his right, title and interest in and to the Assigned Patent Rights, respectively, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to, or derived from, the Assigned Patent Rights and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

2. Recordation. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks or other governmental agency to record this Assignment and to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patent Rights in the name of Assignee, as the assignee of the entire interest therein.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law rules of such state.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

5. Entire Agreement. This Assignment together with the Assignment Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

6. Amendment. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNEE:

NoVasive, Inc.

Date:

5/7/12

By:

Name: Jason Harmon

Its: Executive Vice President and General Counsel

ASSIGNOR:

Samy Abdou, M.D.

Date:

By:

Name: Samy Abdou, M.D.

[SIGNATURE PAGE TO FORM OF PATENT ASSIGNMENT]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNEE:

NuVasive, Inc.

Date: _____

By: _____

Name: Jason Hannon

Its: Executive Vice President and General Counsel

ASSIGNOR:

Samy Abdon, M.D.

Date: 5/5/2012

By:  _____

Name: Samy Abdon, M.D.

[SIGNATURE PAGE TO ASSIGNMENT OF PATENT RIGHTS]

WELLS001 24506.02

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

My commission expires: _____

Dated: _____

On 5/5/2012, before me, H.J. RHIM Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared SAMY ABRON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

My commission expires: May 17, 2013

Dated: 5/5/12

