

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4559212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
PHYGEN, LLC			03/22/2017
RECEIVING PARTY DATA			
Name:	AURORA SPINE, INC.		
Street Address:	1920 PALOMAR POINT WAY		
City:	CARLSBAD		
State/Country:	CALIFORNIA		
Postal Code:	92008		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	15151336		
Patent Number:	9387016		
CORRESPONDENCE DATA			
Fax Number:	(412)291-1745		
<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:	4125762590		
Email:	sammartinj@gmail.com		
Correspondent Name:	HYBRID LAW GROUP P.C.		
Address Line 1:	750 B. STREET		
Address Line 2:	SUITE 2620		
Address Line 4:	SAN DIEGO, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	39670-005002		
NAME OF SUBMITTER:	MIKAEL HAVLUCIYAN		
SIGNATURE:	/Mikael Havluciyan/		
DATE SIGNED:	08/21/2017		
Total Attachments: 7			
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is dated as of March 22, 2017 (the "Effective Date"), and is entered into between Phygen, LLC., a California limited liability company having its place of business at 2301 Dupont Drive, Suite 110 Irvine, California 92612 ("Assignor"), and Aurora Spine, Inc., a Nevada corporation having its place of business at 1920 Palomar Point Way, Carlsbad CA 92008 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the patents and patent applications disclosed in Schedule A ("Assigned IP");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Assigned IP and improvements thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors, assigns and other legal representatives the entire right, title and interest in and to the Assigned IP, including for clarity, the right (a) to claim priority to and from the Assigned IP, (b) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of the Assigned IP, (c) in and to each and every patent issuing or reissuing from any of the foregoing, (d) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing, and (e) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Assigned IP, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Delaware without reference to its conflicts of law provisions. If any term or provision of this Assignment will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances. This Assignment may not be amended unless mutually agreed upon in writing by both Assignee and Assignor.

[The remainder of the page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Date: 3/22, 2017

Thomas Gardner
Thomas Gardner, President
Phygen, LLC.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 03/22/2017 before me,

M.C. Miller, Notary Public

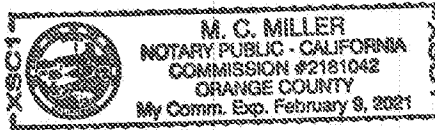
Date
personally appeared

Thomas Gardner

Here Insert Name and Title of the Officer

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.

Signature M.C. Miller
Signature of Notary Public

Place Notary Seal Above

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____, 2017

Trent Northcutt, President
Aurora Spine, Inc.

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State of _____)
County of _____)
On _____ before me,

Date
personally appeared

Here Insert Name and Title of the Officer

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.

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WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Date: _____, 2017

Thomas Gardner, President
Phygen, LLC.

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State of _____ }
County of _____ }
On _____ before me,

_____ Date
personally appeared

Here Insert Name and Title of the Officer

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.

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WITNESS my hand and official seal.

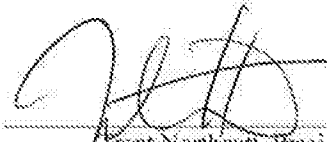
Signature

Signature of Notary Public

Place Notary Seal Above

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____, 2017



Trent Northcutt, President
Aurora Spine, Inc.

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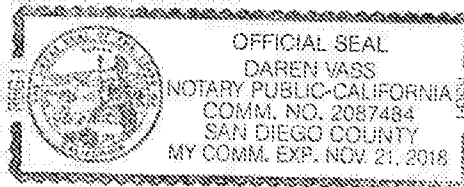
State of California }
County of San Diego }
On 27 March 2017 before me, Daren Vass, Notary Public

_____ Date
personally appeared

Here Insert Name and Title of the Officer

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.

Signature

Signature of Notary Public

Place Notary Seal Above

Schedule A

Title	Country	Filing Date	App. Number	Patent Number	Status
EXPANDABLE INTERSPINOUS DEVICE	US	06-17-2011	61/498,354	N/A	Expired
EXPANDABLE INTERSPINOUS DEVICE	US	08-12-2012	61/515,541	N/A	Expired
EXPANDABLE INTERSPINOUS DEVICE	US	06-18-2012	13/526,277	N/A	Abandoned
EXPANDABLE INTERSPINOUS DEVICE	US	02-06-2013	13/761,031	9,387,016	Issued
EXPANDABLE INTERSPINOUS DEVICE	US	05-10-2016	15/151,336	N/A	Pending

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Date: 3/22, 2017

Thomas Gardner, President
Phygen, LLC.

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State of California
County of Orange

On 03/22/2017

before me, M.C. Miller, Notary Public

Date

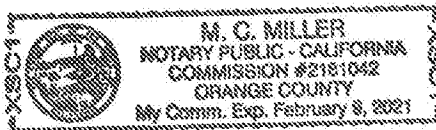
Here Insert Name and Title of the Officer

personally appeared

Thomas Gardner

Name(s) of Signer(s)

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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.

Signature

McMiller
Signature of Notary Public

Place Notary Seal Above

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____, 2017

Trent Norheutt, President
Aurora Spine, Inc.

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State of _____

County of _____

On _____ before me,

Date

Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

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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.

Signature

Signature of Notary Public

Place Notary Seal Above

Schedule A

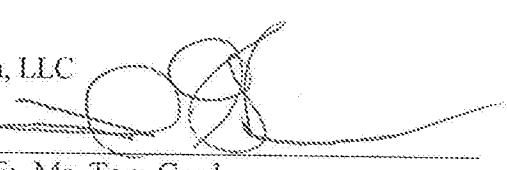
Title	Country	Filing Date	App. Number	Patent Number	Status
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EXPANDABLE INTERSPINOUS DEVICE	US	05-10-2016	15/151,336	N/A	Pending

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Aurora Spine, Inc.,

BY: _____
NAME: Mr. Trent Northcutt
TITLE: President

Phygen, LLC

BY: _____
NAME: Mr. Tom Gardner
TITLE: President