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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4582739

|                              |                |
|------------------------------|----------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT     |

**CONVEYING PARTY DATA**

| Name         | Execution Date |
|--------------|----------------|
| OSTEOMED LLC | 12/30/2016     |

**RECEIVING PARTY DATA**

|                        |                    |
|------------------------|--------------------|
| <b>Name:</b>           | WENZEL SPINE, INC. |
| <b>Street Address:</b> | 3885 ARAPAHO ROAD  |
| <b>City:</b>           | ADDISON            |
| <b>State/Country:</b>  | TEXAS              |
| <b>Postal Code:</b>    | 75001              |

**PROPERTY NUMBERS Total: 12**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 8940019  |
| Patent Number:      | 8377097  |
| Patent Number:      | 8961564  |
| Patent Number:      | 9211147  |
| Patent Number:      | 8721686  |
| Patent Number:      | 8529609  |
| Patent Number:      | 8998966  |
| Patent Number:      | 9078707  |
| Patent Number:      | 8636772  |
| Patent Number:      | 8911476  |
| Patent Number:      | 9456858  |
| Application Number: | 15284303 |

**CORRESPONDENCE DATA**

**Fax Number:** (512)322-8330

*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.*

**Phone:** 512.322.2601

**Email:** tracy.engberg@bakerbotts.com

**Correspondent Name:** BAKER BOTTS L.L.P. (TRACY ENGBERG)

**Address Line 1:** 98 SAN JACINTO BLVD., SUITE 1500

**Address Line 4:** AUSTIN, TEXAS 78701

**PATENT**

|  |                      |
|--|----------------------|
| <b>ATTORNEY DOCKET NUMBER:</b>   | 082292.0101          |
| <b>NAME OF SUBMITTER:</b>  | TRACY E. ENGBERG     |
| <b>SIGNATURE:</b>  | /s/Tracy E. Engberg/ |
| <b>DATE SIGNED:</b>  | 09/07/2017           |
| <b>Total Attachments: 5</b><br>source=WenzelAssgnt#page1.tif<br>source=WenzelAssgnt#page2.tif<br>source=WenzelAssgnt#page3.tif<br>source=WenzelAssgnt#page4.tif<br>source=WenzelAssgnt#page5.tif |                      |

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this “*Assignment*”) is made as of the 30th day of December, 2016, from OsteoMed LLC, a Delaware limited liability company (successor in interest to OsteoMed Spine, Inc.) (“*Assignor*”), to Wenzel Spine, Inc., a Texas corporation (“*Assignee*”).

### RECITALS

**WHEREAS**, Assignor, with its principal place of business at 3885 Arapaho Road, Addison, Texas 75001, is the owner of the inventions, patent applications and patents set forth on Exhibit A hereto (collectively, the “*Patents*”);

**WHEREAS**, Assignee, with a principal place of business at 1130 Rutherford Lane, Suite 200, Austin, Texas 78753, desires to acquire the entire right, title and interest of Assignor in and to the Patents in accordance with the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee dated on or about the date hereof (the “*Purchase Agreement*”).

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the consideration set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

#### **1. Assignment.**

(a) Assignment of Patents. Assignor does hereby sell, assign, transfer, convey, deliver and set over to Assignee any and all interest that Assignor may own or claim to own in the inventions, patent applications and patents aforesaid described in, covered by, included in, or otherwise comprising the Patents, for the United States and all foreign countries, and any reexamination and reissue or reissues of said Patents already granted and which may be granted on said applications, and any divisional, continuation and continuation-in-part applications claiming priority from the aforesaid applications, together with all additions thereto, substitutions therefor and modifications thereof, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, 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 or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made; together with all claims for damages by reason of past infringement of said Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

(b) Further Actions. Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on applications as described above, to issue any and all letters patents of the United States or such foreign jurisdiction on said inventions or resulting from said applications or any divisional, continuation, continuation-in-part, reexamination and reissue applications thereof to Assignee of the entire interest therein. Assignor hereby covenants agrees that it shall, without any additional consideration, communicate with Assignee and its successors and assigns, any facts known to it respecting the inventions, and testify, or have inventors testify (to the extent it retains authority over inventors), in any legal proceeding, sign all lawful papers when called upon to do so to execute and deliver any and all papers that may be necessary or desirable to perfect the title of the aforesaid Patents in Assignee, its successors and assigns, throughout the World, execute, or have inventors (to the extent it retains authority over inventors) execute, all divisional, continuation, continuation-in-part, reexamination and reissue applications, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to prosecute, obtain and enforce proper patent protection for the Patents and related inventions in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

## 2. Miscellaneous.

(a) Conflict of Terms. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the representations, warranties, covenants, agreements, indemnities or other terms of the Purchase Agreement.

(b) Modifications; Headings. No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(c) Severability. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor and the Assignee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

(d) Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles.

(e) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

OsteoMed LLC

By: 

Name: Walter Humann

Title: President and Chief Executive Officer

State of Texas  
County of Dallas

On this 27<sup>th</sup> day of December, in the year 2016, before me Kathy Ann Grice, a notary public, personally appeared Walter Humann proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

  
Notary Public

My commission expires: 4/28/2018

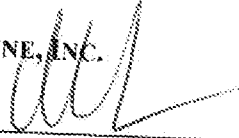


[Patent Assignment]

PATENT  
REEL: 043515 FRAME: 0649

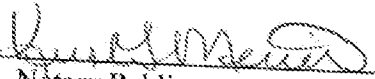
ASSIGNEE:

WENZEL SPINE, INC.

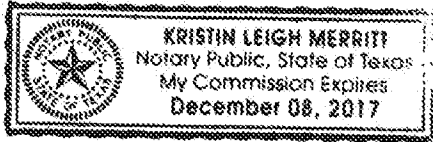
By:   
Chad Neely  
President and Chief Executive Officer

State of Texas  
County of Travis

On this 30<sup>th</sup> day of December, in the year 2016, before me \_\_\_\_\_, a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

  
Notary Public

My commission expires: 12/8/17



PATENTS

EXHIBIT A

| Country | Status  | Appl. Date | Appl. No.   | Reg. Date  | Reg. No.    | Title   |
|---------|---------|------------|-------------|------------|-------------|---|
| US      | Issued  | 12/23/2008 | 12/342816   | 1/27/2015  | 8940019     | BONE TISSUE FIXATION DEVICE AND METHOD  |
| US      | Issued  | 6/22/2010  | 12/820575   | 2/19/2013  | 8377097     | BONE TISSUE CLAMP   |
| US      | Issued  | 12/10/2012 | 13/709251   | 2/24/2015  | 8961564     | BONE TISSUE CLAMP   |
| Japan   | Issued  | 8/10/2010  | 2012-524787 | 2/27/2015  | 5701880     | SPINOUS PROCESS FUSION IMPLANTS   |
| Japan   | Issued  | 8/10/2010  | 2012-189058 | 3/20/2015  | 5713972     | SPINOUS PROCESS FUSION IMPLANTS AND INSERTION, COMPRESSION, AND LOCKING INSTRUMENTATION |
| US      | Issued  | 8/10/2010  | 12/853689   | 12/15/2015 | 9211147     | SPINOUS PROCESS FUSION IMPLANTS   |
| US      | Issued  | 7/21/2011  | 13/188325   | 5/13/2014  | 8721686     | SPINOUS PROCESS FUSION IMPLANTS AND INSERTION, COMPRESSION, AND LOCKING INSTRUMENTATION |
| US      | Issued  | 11/30/2010 | 12/957056   | 9/10/2013  | 8529609     | POLYAXIAL FACET FIXATION SCREW SYSTEM   |
| US      | Issued  | 6/22/2011  | 13/166638   | 4/7/2015   | 8998966     | POLYAXIAL FACET FIXATION SCREW SYSTEM WITH FIXATION AUGMENTATION                        |
| US      | Issued  | 8/17/2011  | 13/211807   | 7/14/2015  | 9078707     | POLYAXIAL FACET FIXATION SCREW SYSTEM WITH CANNULA INSERTER                             |
| US      | Issued  | 4/20/2012  | 13/452602   | 1/28/2014  | 8636772     | BONE PLATES, SCREWS AND INSTRUMENTS   |
| US      | Issued  | 1/13/2014  | 14/154121   | 12/16/2014 | 8911476     | BONE PLATES, SCREWS AND INSTRUMENTS   |
| US      | Allowed | 12/12/2014 | 14/569191   | 10/4/2016  | 9456858     | BONE PLATES, SCREWS AND INSTRUMENTS   |
| US      | Pending | 10/3/2016  | 15/284303   |            |             | BONE PLATES, SCREWS AND INSTRUMENTS   |
| AUS*    | Granted | 8/10/2010  | 2010/282649 | 10/29/2015 | 2010-282649 | Spinous process fusion implants   |

PATENT