

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4667437

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCOTT WALSH	09/15/2015
RECEIVING PARTY DATA		
Name:	STABILITY INC.	
Street Address:	2910 POSTON AVENUE	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37203	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	62214603	
Application Number:	15257281	
CORRESPONDENCE DATA		
Fax Number:	(404)962-6344	
<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:	4049626444	
Email:	Charles.Forlidas@millermartin.com	
Correspondent Name:	CHARLES W. FORLIDAS	
Address Line 1:	832 GEORGIA AVE., SUITE 1200	
Address Line 2:	ATTN: TRADEMARK PARALEGAL	
Address Line 4:	CHATTANOOGA, TENNESSEE 37402-2289	
ATTORNEY DOCKET NUMBER:	29674-0001	
NAME OF SUBMITTER:	CHARLES W. FORLIDAS	
SIGNATURE:	/Charles W. Forlidas/	
DATE SIGNED:	10/31/2017	
Total Attachments: 10		
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**CONFIDENTIALITY, INVENTION ASSIGNMENT
AND NON-SOLICITATION AGREEMENT**

This Confidentiality, Invention Assignment and Non-Solicitation Agreement (this "**Agreement**") is entered into this 15th day of September, 2015 (the "**Effective Date**"), between Stability Inc., a Florida corporation ("**Company**") and Scott Walsh ("**Employee**").

WHEREAS, Company desires to enter into an employment relationship with Employee, and Employee desires to enter into an employment relationship with the Company, pursuant to the terms and conditions set forth in that certain offer letter dated as of February 1, 2013, the Effective Date.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the Employee's employment, the premise, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employee Acknowledgment. The Employee agrees and acknowledges that in order to assure the Company that it will retain its value and goodwill, it is necessary that the Employee agree that he will not use in a manner that would cause harm to the Company any Confidential Information, the Employee's special knowledge of the Business and the Company's relationships with its Employees, customers, prospective customers, sales representatives, and vendors, all of which the Employee will have access to through the Employee's relationship with the Company. In furtherance of the foregoing, the Employee further acknowledges that:

(a) the Company is and will be engaged in the Business during the term of Employee's employment (the "**Term**") and thereafter;

(b) the Company is engaged in the business of providing design, manufacture, sale and distribution of spinal implants, human allografts and synthetics (the "**Business**") in Nashville, Tennessee and in San Antonio, Texas (collectively, the "**Covered Area**");

(c) the Business is highly competitive and the Employee is one of a limited number of persons who will be designing products for the Company;

(d) the services to be performed by the Employee for the Company are unique in nature;

(e) as an employee of the Company, the Employee will occupy a position of trust and confidence with the Company and will acquire an intimate knowledge of the Confidential Information, the Business and the Company's relationships with its employees, customers, prospective customers, sales representatives, and vendors, and during the Term, the Employee will continue to occupy a position of control, trust and confidence with the Company and will acquire additional intimate knowledge of the Confidential Information, the Business and the Company's relationships with its Employees, customers, prospective customers, sales representatives, and vendors;

(f) the agreements and covenants contained in Sections 2 through 4 of this Agreement are essential to protect the Company, its Confidential Information, including its trade secrets, its relationships with its employees, customers, prospective customers, sales representatives, and vendors and the goodwill associated therewith and are being entered into in consideration for the various rights being granted to the Employee under this Agreement;

(g) if the Employee were to engage in any conduct in violation of the provisions of Sections 2 through 4, the Confidential Information and trade secrets inevitably would be disclosed, the Company's relationships with its employees, customers, prospective customers, sales representatives, and vendors would be harmed and the Company would be irreparably damaged;

(h) the scope and duration of the covenants set forth in Sections 2 through 4 of this Agreement are reasonably designed to protect protectable interests of the Company and are not excessive in light of the circumstances;

(i) the Company would not have entered into the employment relationship with the Employee, but for the Employee's agreements and covenants contained in Sections 2 through 4 and elsewhere herein; and

(j) the consideration received by the Employee in connection with his/her employment arrangement with the Company is sufficient with respect to the covenants and obligations set forth in Sections 2 through 4 and elsewhere herein.

2. Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means all confidential and proprietary information of the Company, including, without limitation, information relating to: the business; trade secret information; client, investor, customer and supplier lists, customer lists and contact information, contracts or arrangements; financial information (including financial statements, budgets and projections); market research and development procedures, processes, techniques, plans and results (including inconclusive results); all information which may be included by the Company in any patent, trademark or copyright application or amendment thereof or defense or litigation with respect thereto; design, manufacturing, marketing, licensing and distribution strategies, plans or projections; investment or acquisition opportunities, plans or strategies; product composition; pricing information or policies; royalty or licensing arrangements; computer software, passwords, programs or data; and all other business related information which has not been publicly disclosed by the Company, whether such information is in written, graphic, recorded electronic, photographic, data or any machine readable form or is orally conveyed to or developed by the Company. Confidential Information shall not include information which: (i) at the time of disclosure is generally known in the business and industry in which the Company is engaged; or (ii) after disclosure is published or otherwise becomes generally known in such business or industry through no fault of the Employee.

(b) The Employee acknowledges that the Employee will be entrusted with Confidential Information of the Company, including its trade secrets. The Employee shall at all

times during the Term and for a period of five (5) years thereafter hold in strictest confidence any and all Confidential Information that may have come or may come into the Employee's possession or within the Employee's knowledge concerning the products, services, processes, businesses, suppliers, customers, sales representatives, and clients of the Company or its affiliates. The Employee agrees that neither the Employee nor any person or enterprise controlled by the Employee will for any reason, directly or indirectly, for the Employee or for the benefit of any other person, use, copy, divulge or otherwise disseminate or disclose any Confidential Information owned or used by, or licensed to, the Company or any of its affiliates or otherwise relating to the Company or its affiliates or the Business; provided that the Employee may disclose Confidential Information pursuant to an order by a court of competent jurisdiction requested by a third party not related to or affiliated with the Employee; provided, further, that the Employee shall give the Company notice of such order and any court pleading requesting such disclosure, in order to provide the Company with an opportunity to prevent such disclosure or procure an appropriate protective order, and the Employee shall in no way argue with or otherwise question the request or scope of such protective order. The Employee shall take such protective measures as may be reasonably necessary to preserve the secrecy of, and interest of the Company in, the Confidential Information in the Employee's possession. If the Employee becomes aware of any unauthorized use or disclosure of Confidential Information by any person, the Employee shall promptly and fully advise the Company of all facts known to the Employee concerning such material unauthorized use or disclosure. After the date hereof (including following the termination of the Term), upon reasonable request of the Company, the Employee shall provide reasonable assistance to the Company with respect to any litigation, arbitration or any other dispute with a third party concerning the unauthorized use or disclosure by such third party of any Confidential Information. Upon termination of the Term for any reason whatsoever, or at any time requested by the Company, the Employee shall promptly deliver or cause to be delivered to the Company any and all Company property, software, documents, manuals, records, notebooks and similar materials, including without limitation, any copies thereof, regardless of whether such items constitute or contain Confidential Information.

3. Company Inventions.

(a) *Definition of Company Inventions.* "Company Inventions" means all ideas, methodologies, processes, trademarks and service marks, trade secrets, copyrights, patents, inventions, discoveries and improvements to any of the foregoing, that Employee learns of, conceives, develops or creates alone or with others during the period Employee provides services to Company (whether or not conceived, developed or created during regular working hours) that directly or indirectly arise from or relate to: (i) Company's business, technology, products, software, or services; (ii) work or research performed for Company by Employee or any other Company officer, employee, agent, Employee or subEmployee; (iii) the use of Company's products, technology, equipment, software, or time; or (iv) access to Confidential Information belonging to Company or a Company customer.

(b) *Disclosure of Company Inventions.* Whether upon Company's request or voluntarily, Employee will promptly disclose to Company or its designee all Company Inventions that Employee has created, contributed to or knows about, regardless of the nature of that knowledge, and regardless of whether such Company Invention, or any aspect of such Company Invention, has been described, committed to writing, or reduced to practice, in whole or part, by

any other person. At all other times, Employee will treat any Company Invention as Confidential Information, as that term is defined above.

(c) *Assignment and Disclosure of Inventions.* Employee hereby assigns to Company (or to a designated affiliate) all right, title and interest to all Company Inventions, which will be the sole and exclusive property of Company, whether or not subject to patent, copyright, trademark or trade secret protection. Employee also acknowledges that all original works of authorship that are made by Employee (solely or jointly with others), within the scope of Employee's services to the Company, and that are protectable by copyright, are "works made for hire," as that term is defined in the United States Copyright Act. To the extent that any such works, by operation of law, cannot be "works made for hire," Employee hereby assigns to Company all right, title, and interest in and to such works and to any related copyrights. The consideration for such assignment and the assistance provided in this Section 3(c) is the normal compensation due Employee by virtue of Employee's service to Company. Employee will also disclose to the Company's Chief Executive Officer all inventions made, discovered, conceived, reduced to practice, or developed by Employee, either alone or jointly with others, within six (6) months after the termination of Employee's services to the Company which resulted, in whole or in part, from Employee's prior services to the Company. Such disclosures will be received by the Company in confidence to the extent such inventions are not assigned to the Company pursuant to this Section 3(c).

(d) *Additional Instruments.* Employee will promptly execute, acknowledge and deliver to Company all additional instruments or documents that Company determines at any time to be necessary to carry out the intentions of this Section 3. Furthermore, whether during or after the period of Employee's services to Company, Employee will promptly perform any acts deemed necessary or desirable by Company, at Company's expense, to assist it in obtaining, maintaining, defending and enforcing any rights and/or assignment of a Company Invention. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agent and attorney-in-fact to act for and on his or her behalf and instead of Employee, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this Section 3(d), including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Company Inventions and improvements thereto with the same legal force and effect as if executed by Employee.

(e) *Pre-existing Inventions.* Employee will retain all right, title and interest in and to inventions that Employee created and owned prior to Employee's service to Company. Employee will agree to with Company and list any exclusions to inventions developed after Employee's service to Company has commenced, if any, as listed on Schedule A. If Schedule A is left blank, Employee concedes that all inventions are the property of the Company (or a designated affiliate). Employee will promptly disclose and hereby assigns to Company any modifications or improvements to such inventions that are developed during the period of Employee's services to Company, which will become Company Inventions in accordance with this Section 3.

(f) *Assignment or Waiver of Moral Rights.* Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights" (collectively "**Moral Rights**"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Employee hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent.

4. Restrictive Covenants.

(a) *Nonsolicitation.* The Employee hereby acknowledges and agrees that, during the period of time beginning on the date hereof and continuing through and including the first (1st) anniversary of the termination of this Agreement (the "**Restricted Period**"), he will not, directly or indirectly, except on behalf of the Company or an affiliate of the Company, solicit, or participate as employee, agent, consultant, stockholder, director, partner or in any other individual or representative capacity, in any business which solicits any person or its affiliates (to the extent such affiliate is engaged in the Business), which was a customer, actively sought prospective customer, supplier, Employee or Employee of the Company during the eighteen (18) month period of time prior to the date of termination of this Agreement, for the purpose of selling products and/or providing services similar to those sold and/or provided through the Business. For purposes of this Section 4, the "Business" shall include the Business as described in Section 1(b) and any additional businesses engaged in by the Company or in which the Company is actively planning to be engaged in on the date of the termination of this Agreement, and the "Covered Area" shall include the Covered Area as described in Section 1(c) and any additional states or territories within the United States of America and any foreign countries in which the Company is engaged in the Business in on the date of the termination of this Agreement.

(b) *Non-interference.* The Employee hereby acknowledges and agrees that, during the Restricted Period, the Employee will not, directly or indirectly, whether as principal, agent, Employee, stockholder, director, member, manager, independent Employee, or in any other capacity, seek to influence, alter or interfere with the Company's (or any of the Company's affiliates' (but only to the extent such affiliate is engaged in the Business)) relationships with any customer, supplier, sales representative, or accrediting body in any manner adverse or potentially adverse to the Company or such affiliate of the Company.

(c) *Non-disparagement.* The Employee shall refrain from making any oral or written statements that disparage or place the Company or any of its affiliates, in a false or negative light.

(d) *Other Agreements.* The Employee acknowledges and agrees the restrictions set forth in this Section 4 shall apply to the Employee in addition to any other obligations that the Employee may have pursuant to any other agreements with the Company to which the Employee is a party. Nothing contained in this Section 4 shall amend, modify, limit or restrict any other restrictive covenants or agreements set forth in the Purchase Non-competition Agreement or the Stockholders Agreement.

(e) *Extension of Restricted Period.* Notwithstanding anything to the contrary contained herein, the Restricted Period shall be extended for a period equal to any time period that the Employee is in violation of this Section 4.

(f) *Blue-Pencil.* If any court of competent jurisdiction shall at any time deem the term of the Restricted Period or any particular covenant set forth in this Section 4 too lengthy, the territory thereof too extensive, or any of the covenants set forth in this Section 4 not enforceable, the other provisions of this Section 4 shall nevertheless stand, and the term of such covenants shall be deemed to be reduced to the longest period permissible by law under the circumstances, the territory thereof shall be deemed to be limited to the largest territory permissible by law under the circumstances and such other covenants shall be enforced to the fullest extent consistent with applicable law under the circumstances. It is the intention and desire of the parties that the court treat any provisions of this Agreement which are not fully enforceable as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent.

5. Company Authorization for Publication. Prior to submitting, disclosing for possible publication or disseminating outside the Company (such as through public speaking engagements or literature), any material Employee prepares that incorporates information that concerns the Company's business or anticipated research, Employee will deliver a copy of such material to an officer of the Company for his or her review. Company will notify Employee in writing whether the Company believes such material contains any Confidential Information or Company Inventions, and Employee will make such deletions and revisions as are reasonably requested by the Company to protect its Confidential Information and Company Inventions. Employee will also obtain the written consent of the Company prior to any review of such material by persons outside the Company.

6. Remedies. The Company and the Employee hereby agree that it is impossible to measure solely in money the damages that will accrue to the Company by reason of the Employee's failure to observe any of the Employee's obligations under this Agreement. The Employee acknowledges and agrees that the agreements and covenants in this Agreement are reasonable and necessary for the Company's business interests, that irreparable injury will result to the Company if the Employee breaches any of the terms of said covenants, and that in the event of the Employee's breach of any such covenants, the Company will have no adequate remedy at law and the Company shall be entitled to seek, immediate injunctive or other equitable relief in any such action, which is in addition to any other rights and remedies which are available to the Company. Employee hereby waives any requirement for securing or posting a bond in connection with the Company's obtaining any injunctive or other equitable relief.

7. Attorneys' Fees. In the event the Company employs an attorney with regard to any legal action, arbitration, or other proceeding for the enforcement or defense of this Agreement, then the Company, in addition to any other relief to which it may be granted, shall be entitled to recover all costs, expenses, and attorneys' fees incurred in bringing such action, arbitration or proceeding, and in enforcing any judgment granted therein, all of which costs, expenses, and attorneys' fees shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

8. Survival. Employee's obligations under this Agreement will survive the termination of Employee's services to Company regardless of the reason for the termination and whether the termination was voluntary or involuntary on the part of the Employee. Company is also entitled to communicate Employee's obligations under Sections 2-4 of this Agreement to Employee's current, future, or potential employer.

9. Entire Agreement. This Agreement and the Schedule attached hereto sets forth the entire agreement between the parties and supersedes any and all prior agreements or representations, written or oral, of the parties with respect to the subject matter of this Agreement. In the event of any direct conflict between any term of this Agreement and any term of any other agreement either written or oral, the terms of this Agreement will control, unless explicitly stated otherwise in the subsequent agreement. If Employee signed or signs any other agreement(s) relating to or arising from Employee's service to or employment with Company, provisions of such agreement(s) that do not directly conflict with a provision of this Agreement will not be affected, modified or superseded by this Agreement, but rather will remain fully enforceable according to their terms.

10. Modification. This Agreement can only be modified by a subsequent written agreement executed by the Employee and a duly authorized representative of the Company.

11. Heirs and Assigns. In light of the unique personal services to be performed by Employee hereunder, it is acknowledged and agreed that any purported or attempted assignment or transfer by Employee of this Agreement or any of Employee's responsibilities or obligations hereunder will be void. The Company in its sole discretion may assign this Agreement to any parent, subsidiary, affiliate or successor of Company without prior written consent of Employee.

12. Governing Law and Venue. The validity, enforceability, construction and interpretation of this Agreement are governed by the laws of the State of Tennessee. The parties also agree that in the event a dispute arises regarding this Agreement, the parties will submit to the jurisdiction of the federal and state courts of the State of Tennessee. Employee expressly waives any objection as to jurisdiction or venue in the state and federal courts located in Tennessee.

13. Severability. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will remain fully enforceable. To the extent that any court concludes that any provision of this Agreement is void or voidable, the court will reform such provision(s) to render the provision(s) enforceable, but only to the extent absolutely necessary to render the provision(s) enforceable and only in view of the parties' express desire that Company be protected to the greatest extent allowed by law from unfair competition and/or the misuse or disclosure of Confidential Information and/or Company Inventions.

14. Employment. THIS AGREEMENT IS NOT A GUARANTEE OR PROMISE OF EMPLOYMENT FOR A DEFINITE PERIOD OF TIME. NOTHING HEREIN IS INTENDED TO ALTER THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP BETWEEN THE EMPLOYEE AND THE COMPANY.

15. Agreement Read, Understood, and Fair. Employee has carefully read and considered all provisions of this Agreement and acknowledges that all of the restrictions set forth herein are fair and reasonable and reasonably required to protect Company's interests.

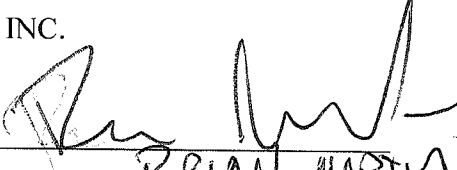
IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality and Invention Assignment Agreement to be duly executed and effective as of the Effective Date set forth above.

EMPLOYEE:

By: 
Name: Scott Welsh

COMPANY:

STABILITY INC.

By: 
Name: BRIAN MARTIN
Its: CEO

SCHEDULE A

Excluded Inventions