

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4754322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEPUY SPINE, LLC	12/19/2017
RECEIVING PARTY DATA	
Name:	CENTINEL SPINE LLC
Street Address:	505 PARK AVENUE
Internal Address:	14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7118580
CORRESPONDENCE DATA	
Fax Number:	(203)286-5137
<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:	(203)286-5140
Email:	tram.nguyen@farberllc.com
Correspondent Name:	FARBER LLC
Address Line 1:	4 CORPORATE DRIVE
Address Line 2:	SUITE 287
Address Line 4:	SHELTON, CONNECTICUT 06484
NAME OF SUBMITTER:	TRAM ANH NGUYEN
SIGNATURE:	/Tram Anh Nguyen/
DATE SIGNED:	12/28/2017
Total Attachments: 6	
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is dated as of December 19, 2017, and is made from DePuy Spine, LLC, an Ohio limited liability company having a business address at 325 Paramount Drive, Raynham, MA 02767 ("Assignor"), to Centinel Spine, LLC, a Delaware limited liability company having a business address at 505 Park Avenue, 14th Floor, New York, New York 10022 ("Assignee").

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of August 24, 2017 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), between DePuy Synthes Products, Inc., a Delaware corporation having a business address at 325 Paramount Drive, Raynham, MA 02767 ("Seller") and Assignee, Seller agreed to cause the Selling Affiliates (as defined in the Asset Purchase Agreement) to sell, convey, assign and transfer to Assignee, and Assignee agreed to purchase, acquire and accept certain assets related to the Business, including the Patents identified on Schedule 1 attached hereto (collectively, the "Assigned Patents"), but excluding the Patents identified on Schedule 2 attached hereto (collectively, the "Excluded Patents"); and

WHEREAS, Assignor is the sole and exclusive owner of the Assigned Patents.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all the right, title and interest of Assignor in, to and under the Assigned Patents, together with all rights to: (i) claim priority in all countries in the Territory in accordance with laws of such countries based thereon, (ii) collect royalties and proceeds in connection with any of the foregoing, (iii) apply for, prosecute, and seek patents in the Territory in respect of any of the inventions to the extent fully supported by the Assigned Patents, and (iv) sue for past, present or future infringement of said Assigned Patents together with all claims for damages for reason of past, present or future infringement of said Assigned Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. From and after the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Assigned Patents, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities.

4. Assignor hereby authorizes Assignee to record this Assignment with the applicable patent offices or other relevant Governmental Entity to record Assignee as the

assignee and owner of the Assigned Patents, including any reissuances, continuations, divisions, continuations-in part, revisions, extensions and reexaminations with respect thereto.

5. For a period of up to one year after the date hereof, and for no further consideration, each of the parties hereto shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Assigned Patents at Assignee's cost.

6. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify any of the terms or conditions of the Asset Purchase Agreement or any of the Ancillary Agreements and nothing herein shall constitute a waiver or release by any party to the Asset Purchase Agreement or any of the Ancillary Agreements of any liabilities, duties or obligations imposed thereby. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the Asset Purchase Agreement (including all Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control. Without limiting the foregoing, and for the avoidance of doubt, none of the provisions of Section 2, Section 3, Section 4, or Section 5 shall apply to the Excluded Patents.

7. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of New York without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 10.09 (Mediation) and Section 10.10 (Dispute Resolution) of the Asset Purchase Agreement.


10. EACH PARTY HERETO VOLUNTARILY AND IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

DEPUY SPINE, LLC

By: 
Name: Raymond N. Scott, Jr.
Title: Assistant Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNEE

CENTINEL SPINE, LLC

By: 

Name: John Visagliesi

Title: CEO

Schedule 1
Assigned Patents

<u>Country</u>	<u>Filing</u>	<u>Filing number</u>	<u>Grant</u>	<u>Grant number</u>	<u>Status</u>	<u>Current Assignee</u>
United States of America	6/12/2002	10/018402	8/30/2005	6936071	Granted.	DePuy Spine, LLC
United States of America	7/15/2002	10/070,823	10/10/2006	7118580	Granted.	DePuy Spine, LLC
United States of America	9/23/2004	10/947660	6/16/2009	7547309	Granted.	DePuy Spine, LLC
United States of America	9/23/2004	10/947661	7/27/2010	7763024	Granted.	DePuy Spine, LLC
United States of America	1/23/2006	11/337388	1/11/2011	7867279	Granted.	DePuy Spine, LLC
United States of America	1/31/2007	11/669273	1/31/2012	8105381	Granted.	DePuy Spine, LLC
United States of America	7/24/2009	90/009542				DePuy Spine, LLC
United States of America	8/24/2009	90/010655				DePuy Spine, LLC
United States of America	9/9/2010	12/878101	1/8/2013	8349017	Granted.	DePuy Spine, LLC
United States of America	2/26/2013	13/777076	11/11/2014	8882839	Granted.	DePuy Spine, LLC
United States of America	1/26/2015	14/605055	12/27/2016	9526624	Granted.	DePuy Spine, LLC

Schedule 2

Excluded Patents

<u>Country</u>	<u>Filing</u>	<u>Filing number</u>	<u>Grant</u>	<u>Grant number</u>	<u>Status</u>	<u>Owner</u>
CA	9/16/2005	2589454	12/4/2012	2589454	Granted.	DePuy Spine, LLC
CN	9/16/2005	200580046763.9				DePuy Spine, LLC
KR	9/16/2005	2007-7013876	10/8/2012	10-1190629	Granted.	DePuy Spine, LLC
US	11/26/2004	10/996797	8/24/2010	7780731	Granted.	DePuy Spine, LLC