## 504711167 01/03/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4757889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL DI LAURO	11/28/2012
NICHOLAS M. CORDARO	11/28/2012
RAYMUND WOO	12/04/2012
DEVIN MATHIOS	11/28/2012

## **RECEIVING PARTY DATA**

Name:	SEASPINE, INC.
Street Address:	2302 LA MIRADA DRIVE
City:	VISTA
State/Country:	CALIFORNIA
Postal Code:	92081

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14860467

## CORRESPONDENCE DATA

**Fax Number:** (502)561-0442

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:** 5026252772

Email: tswarens@middletonlaw.com
Correspondent Name: MIDDLETON REUTLINGER

Address Line 1: 401 S. 4TH STREET, SUITE 2600 LOUISVILLE, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	ZS315-17040
NAME OF SUBMITTER:	CHAD D. BRUGGEMAN
SIGNATURE:	/Chad D. Bruggeman/
DATE SIGNED:	01/02/2018

#### **Total Attachments: 6**

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Attorney Docket No.: 073891-0025

## ASSIGNMENT

WHEREAS, Michael DI LAURO, a United States citizen, residing at Carlsbad, California; Nicholas M. CORDARO, a United States citizen, residing at Vista, California; Raymund WOO, a United States citizen, residing at Gainesville, Florida; and Devin MATHIOS, a United States citizen, residing at Carlsbad, California, (hereinafter, collectively if more than one assignor, "ASSIGNOR") have invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in a SYSTEM AND METHODS FOR CORRECTING SPINAL DEFORMITIES (collectively hereinafter referred to as the "Work"), for which International Application No. PCT/US2011/031267 was filed on April 5, 2011, and entered the U.S. national phase under 35 U.S.C. 371 on October 5, 2012 as U.S. Patent Application Serial No. 13/639,846 (hereinafter the "Application");

AND WHEREAS, SeaSpine, Inc., (hereinafter "ASSIGNEE"), a Corporation, with its principal place of business at 2302 La Mirada Drive, Vista, CA 92081, desires to acquire all right, title, and interest in and to the Work and the Application.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Application, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any nonprovisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like,

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which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

[ Signature pages follow ]

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11/28/12	M. Jeffur	
Date	Michael DI LAURO	* •
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State of California ) )ss.		,
County of Son Olego)		
On November 28, 2012 before me,	Sarah Noe, Notery Public,	personally
appeared Michael Dilauro who p	,	
be the person(s) whose name(s) is/are subsc		
me that he/she/they executed the same in his	s/her/their authorized capacity(ics), and	that by
his/her/their signature(s) on the instrument t	he person(s), or the entity upon behalf	of which the
person(s) acted, executed the instrument.		
	•	
I certify under PENALTY OF PERJURY ur	nder the laws of the State of California	that the
foregoing paragraph is true and correct.	SARAH NOI	<b>X</b>
Witness my hand and official seal.	COMM. # 1890	0.70
/ 3A	SAN DIEGO COUN  SAN DIEGO COUN  My Comm. Expires May 2	VITY &
an How	& MANAGE CONTRACTION AND AND AND AND AND AND AND AND AND AN	
Notary Public	NOTARY PUBLIC SE	AL

Date

Nicholas M. CORDARO

State of California

)ss.

County of San Olego

On Nicholas Cardaro before me, Sarah Nie, Molecy Public personally appeared Alember 18, 2012 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(ics), 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.

SARAH NOE

COMM. # 1890357

Witness my hand and official seal.

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NOTARY PUBLIC SEAL

Attorney Docket No.: 073891-0025

12/4/12	(Mon
Date	Raymund WOO
State of Florida )	and the second of the second o
County of Ormge )ss.	
On $\frac{12/4/12}{}$ before me,	Elles Adomowicz, personally
appeared Raymund 1000 who pr	oved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscr	ribed 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 th	ne person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY un	der the laws of the State of Florida that the
foregoing paragraph is true and correct.	
Witness my hand and official seal.  **Delta Addiemowde** Notary Public**	NOTARY PUBLIC SEAL
ELLEN ADAMOWICZ  Notary Public, State of Florida My comm. expires Dec. 08, 2013 No. UD924767  Bondod thru Ashton Agency, Inc. (800)451-4054	

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County of Sin Olego )	
On Newsmar 28, 2012 before me, Scrah A	
appeared Oeun Mathies who proved to me	e 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 a	uthorized 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 law	s of the State of California that the
foregoing paragraph is true and correct.	SARAH NOE COMM. # 1890357
Witness my hand and official seal.	NOTARY PUBLIC - CALIFORNIA S SAN DIEGO COUNTY
SAR	My Comm. Expires May 21, 2014 S
Notary Public	NOTARY PUBLIC SEAL

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**RECORDED: 01/03/2018**