# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
DARIN EWER	12/20/2017
DAVID KOCH	12/27/2017
NATHAN W. ERICKSON	12/26/2017
DANIEL J. TRIPLETT	12/28/2017

## **RECEIVING PARTY DATA**

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### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15793950
PCT Number:	US1758375

### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	IMDS-59 AND PCT
NAME OF SUBMITTER:	HAYLEY READ
SIGNATURE:	/Hayley Read/
DATE SIGNED:	01/19/2018

**Total Attachments: 5** 

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#### ASSIGNMENT

The Application(s)

Docket No.	Application Serial No.	Filing Date	Title
IMDS-59	15/793,950	10-25-2017	Methods and Instrumentation for Intervertebral Cage Expansion
IMDS-59PCT	PCT/US17/58375	10-25-2017	Methods and Instrumentation for Intervertebral Cage Expansion

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the Application(s);

Whereas, IMDS LLC, TOGETHER WITH ITS SUBSIDIARIES, a limited liability company of the State of Delaware having a place of business at 560 West Golf Course Road, Providence, Utah 84332, USA ("Assignee"), desires to acquire, and each undersigned inventor desires to grant to Assignee, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto, including but not limited to the Application(s);

Now, therefore, in consideration of and in exchange for the sum of ONE UNITED STATES DOLLAR (US \$1.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor hereby sells or has sold, assigns or has assigned, and otherwise transfers or has transferred to Assignee, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the Application(s), and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals, restorations, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. Each undersigned inventor agrees that, if the data above regarding the Application(s) is incomplete, the missing data may be added hereto after receipt of the same from the patent office(s) in which the Application(s) are filed.

In addition, each undersigned inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to Assignee, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by Assignee, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each

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undersigned inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, to Assignee, its successors, legal representatives, and assigns, whenever requested by Assignee, its successors, legal representatives, or assigns.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to Assignee and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants Assignee, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, Patent Application Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of Utah, and any disputes will be resolved in a Utah state court or federal court sited in Utah.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

IN WITNESS WHEREOF, we have respectively hereunto set our hands and/or seals:

(1) Legal Name of Inventor: Darin Ewer	
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Witness:	
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Place: Login, UT	<i>,</i>

(2) Legal Name of Inventor: David Koch	
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(3) Legal Name of Inventor: Nathan W. Erickson	
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Witness:	
Signature:	Date:
Name:	Title:
-1	

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(2) Legal Name of Inventor: David Koch	
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(3) Legal Name of Inventor: Nathan W/Erickson	
Signature:	Date: 12/24/2017
City and State or Foreign Country of Residence:	<u> EDDM JT. 8430</u> 6
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Assignee: IMDS LLC	
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Name: Michael T. Maizas	Date: 1/12/2018  Title: President
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Witness:	,
Signature: Hus Mggs	Date: 1/12/2018
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Keller TY	