

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4737737

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BAXANO SURGICAL, INC.	01/30/2015
RECEIVING PARTY DATA		
Name:	QUANDARY MEDICAL LLC	
Street Address:	2629 W. 32ND AVE.	
City:	DENVER	
State/Country:	COLORADO	
Postal Code:	80211	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8696672
CORRESPONDENCE DATA		
Fax Number:		
<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:	8886596630	
Email:	jschell@rockymountainpatent.com	
Correspondent Name:	JEFFREY SCHELL	
Address Line 1:	2701 LAWRENCE ST.	
Address Line 2:	SUITE 113	
Address Line 4:	DENVER, COLORADO 80205	
NAME OF SUBMITTER:	JEFFREY R SCHELL	
SIGNATURE:	/Jeffrey R Schell/	
DATE SIGNED:	12/15/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 29		
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BILL OF SALE

January 30, 2015

KNOW ALL BY THESE PRESENTS that BAXANO SURGICAL, INC., a Delaware corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, has granted, bargained, sold, conveyed, transferred, assigned and delivered, and by this Bill of Sale hereby grants, bargains, sells, conveys, transfers, assigns and delivers, to Quandary Medical LLC ("Purchaser"), its successors and assigns, all of the Seller's right, title and interest in and to the Acquired Assets. As used herein, the term "Acquired Assets" has the meaning given to such term in that certain Asset Purchase Agreement, dated as of January 20 , 2015, by and between the Seller and Purchaser (together with the Exhibits and Schedules thereto, the "Purchase Agreement"), which Purchase Agreement is incorporated herein by this reference.

EXCLUDING, HOWEVER, the "Excluded Assets" (as such term is defined in the Purchase Agreement).

TO HAVE AND TO HOLD the Acquired Assets unto Purchaser, its successors and assigns, forever.

This Bill of Sale is being executed and delivered by the Seller to the Purchaser under and pursuant to Section 8.2(a) of the Purchase Agreement and is subject to the terms and conditions of the Purchase Agreement in all respects.


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Signature Page Follows

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date and year first set forth above.

BAXANO SURGICAL, INC.

By


Name: Ken Reali

Title: President and Chief Executive Officer

ASSIGNMENT, DELEGATION AND ASSUMPTION AGREEMENT

ASSIGNMENT, DELEGATION AND ASSUMPTION AGREEMENT
("Agreement") dated as of January 30, 2015 by and between Baxano Surgical, Inc., a Delaware corporation ("Assignor"), and Quandary Medical LLC ("Assignee").

BACKGROUND

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated as of January 20, 2015 (together with the Exhibits and Schedules thereto, the "Purchase Agreement") providing for, among other things, the sale, transfer, conveyance, assignment, and delivery by Assignor to Assignee of certain assets of Assignor (collectively, the "Acquired Assets") that are owned or used by Assignor in connection with the Business.

B. In connection with the sale and purchase of the Acquired Assets pursuant to the Purchase Agreement, Assignor is to assign and delegate, and Assignee is to assume, the Assigned Contracts. Closing is being held on the date hereof under the Purchase Agreement.

NOW, THEREFORE, pursuant to and in consideration of the Purchase Agreement and the mutual covenants and agreements set forth therein and herein, Assignor and Assignee, each intending to be legally bound, agree as follows:

1. Incorporation of Background; Defined Terms. The Background provisions set forth above (including, without limitation, all of the defined terms set forth therein) are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section 1. Capitalized terms used herein which are not otherwise defined shall have the respective meanings assigned to them in the Purchase Agreement.

2. Assignment of Rights. Assignor hereby sells, transfers, conveys, and assigns to Assignee all of Assignor's right, title and interest in, to and under all of the Assigned Contracts, each of which are identified on Schedule 2 attached hereto.

3. Delegation of Duties. Assignor hereby delegates to Assignee all of Assignor's duties and liabilities under the Assigned Contracts.

4. Assumption of Liabilities. In partial consideration for the sale of the Acquired Assets by Assignor pursuant to the Purchase Agreement, Assignee hereby undertakes and agrees to assume, discharge, or perform as the case may be, all duties, obligations, and liabilities of Assignor under the Assigned Contracts which are to be performed after, and relate to the period after, the date hereof or which are otherwise assigned to and assumed by the Purchaser under or pursuant to the Purchaser Agreement or the Sale Order.

5. Assignment of Governmental Authorizations; Etc. Assignor hereby assigns, sells, transfers, and sets over to Assignee all of Assignor's right, title and interest in, to, and under all of the Governmental Authorizations which are listed on Schedule 5 attached hereto, but only to the extent that any of the foregoing may be legally sold, transferred, conveyed, assigned and delivered by Assignor to Assignee without any action by any such applicable federal, state, or local government or regulatory body.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the domestic, internal laws of the State of Delaware, without regard to its rules pertaining to the conflict of laws.

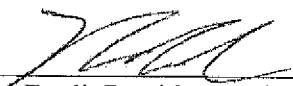
8. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Agreement may deliver an executed counterpart hereof by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to the other party hereto and any such delivery shall have the same force and effect as the manual delivery of an original executed counterpart of this Agreement.

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Signature Page Follows*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers the day and year first above written.

BAXANO SURGICAL, INC.

By



Ken Reali, President and Chief Executive
Officer

"Assignor"

QUANDARY MEDICAL LLC

By

Name:

Title:

"Assignee"

Schedule 2 - None

Schedule 5 – See Schedule A-4 to Exhibit A to the Purchase Agreement.

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT made as of the 30th day of January, 2015, by BAXANO SURGICAL, INC., a Delaware corporation ("Assignor"), to Quandary Medical LLC ("Assignee").

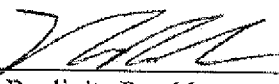
WHEREAS, Assignor owns all of the right, title and interest in and to the patents, patent applications and patent disclosures listed on Schedule A attached hereto, together with all continuations (in whole or in part), divisionals, extensions, reissuances, revisions and reexaminations thereof (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Patents and the inventions claimed therein (collectively, the "Patent Rights"), for the United States and for all foreign countries, including, without limitation, any applications and registrations therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Rights, with right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner for Patents record Assignee as the assignee and owner of the Patents and Patent Rights.

IN WITNESS WHEREOF, Assignor has executed this instrument.

BAXANO SURGICAL, INC.

By: 
Ken Reali, its President and Chief Executive Officer

STATE OF NC

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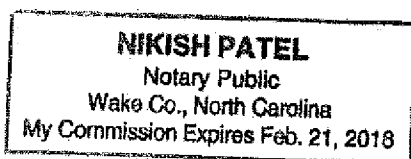
) SS.

COUNTY OF WAKE

)

On this date, the person executing this document, who acknowledged himself to be Ken Reali, the President and Chief Executive Officer of Baxano Surgical, Inc., a Delaware corporation, with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn to before me this 26 day of Jan, 2015.



Nikish Patel
Notary Public

My Commission Expires: 2/21/2018

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby accepts the foregoing assignment.

Quandary Medical LLC

By: _____

Its: _____

SCHEDULE A

See attached.

ATTORNEY CLIENT PRIVILEGED AND
CONFIDENTIAL INFORMATION
BAKANO SURGICAL IP PORTFOLIO 8-25-2014

(C) Issued United States Patents Owned by Company

U.S. Patents from TransSI, Inc.

Patent No.	Pub. No.	Pub. Date	Abstract	Pub. Date
1	AU2010/001A	6,575,573 03/04/11	Method and apparatus for providing posterior or anterior trans-septal access to spinal vertebrae	01/09/2021
2	AU2010/002A	6,566,363 08/04/11	Anterior spinal implant and method and apparatus for implanting an anterior spinal implant within the vertebrae of the spine	08/18/2021
3	AU2010/003A	6,740,090 09/10/11	Methods and apparatus for forming shaped axial holes through spinal vertebrae	08/25/2021
4	AU2010/004A	6,792,210 09/10/11	Methods and apparatus for forming curved axial holes through spinal vertebrae	08/01/2021
5	AU2010/005A	6,799,393 09/10/11	Methods and apparatus for performing transpedicular procedures in the spine	02/13/2021
6	AU2010/006CP2	6,899,716 10/12/11	Method and apparatus for spinal augmentation	02/13/2021
7	AU2010/007CP4	6,921,413 10/25/11	Method and apparatus for spinal distraction and fusion	02/13/2021
8	AU2010/008CP1	7,014,833 09/18/11	Methods of performing procedures in the spine	02/13/2021
9	AU2010/009CP1	7,087,059 10/04/11	Method and apparatus for providing posterior or anterior trans-septal access to spinal vertebrae	01/08/2021
10	AU2010/010CP1	7,308,335 10/04/11	Methods and apparatus for performing therapeutic procedures in the spine	02/13/2021
11	AU2010/011CP1	7,329,259 10/12/11	Anterior spinal implant	12/15/2021

ATTORNEY CLIENT PRIVILEGED AND
CONFIDENTIAL INFORMATION
BAXANO SURGICAL IP PORTFOLIO 8-25-2014

Reference No.	Patent No.	Patent Title	Patent No.	Patent Title
	10553,705	117172004		
12	AXIAMD.025A	7,473,298 10971,766	016952008 102222004	Method and apparatus for spinal distraction
13	AXIAMD.024A	7,500,577 10972,077	087102009 102222004	Method and apparatus for distracting material in the spine
14	AXIAMD.015A	7,530,993 10971,779	051027009 102222004	Method of Spinal Fusion
15	AXIAMD.50P1C1	7,547,517 11595,451	087162008 102212005	Methods of performing procedures in the spine
16	AXIAMD.030C1	7,599,055 10953,428	097042508 057252004	Methods and apparatus for forming shaped axial bones through spinal vertebrae
17	AXIAMD.028A	7,559,574 10971,780	057152009 102222004	Kits for creating axial access and procedures in the spine
18	AXIAMD.50P4C1	7,598,077 11769,543	102271008 102222005	Method and apparatus for spinal distraction and fusion
19	AXIAMD.001C2	7,841,857 11462,934	010552010 059772008	Method and apparatus for reducing posterior or anterior trans-sacral access to spinal vertebrae
20	AXIAMD.022A	7,740,883 10971,731	06272010 102222004	Guide pin for guiding instrumentation along a soft tissue tract to a point on the spine
21	AXIAMD.915DVS	7,753,025 11540,208	012712010 117422007	Spinal fusion kit for guiding instrumentation through and issue to a point on the spine
22	AXIAMD.50P2C3	7,727,259 11762,646	08012010 05732007	Articulating Spinal Implant
23	AXIAMD.50P2C2	7,744,599 11762,669	082202010 057132007	Articulating Spinal Implant

ATTORNEY CLIENT PRIVILEGED AND
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RAZANO SURGICAL IP PORTFOLIO 8-25-2014

Reference No.	Patent No./ Appl. No.	Issue Date/ Filing Date	Title	Expiration Date (if FTA or Term Disposition)
24	AXUAMD.005C-101 7,794,493 11,666,265	09/14/2010 12/13/2007	Methods and apparatus for performing therapeutic procedures in the spine	08/01/2021
25	AXUAMD.015D-102 7,799,032 11,540,255	09/21/2010 11/14/2007	Guide pin introducer for guiding instrumentation through soft tissue to a point on the spine	11/22/2024
26	AXUAMD.028D-101 7,799,058 11,642,466	09/21/2010 11/16/2007	Access line for enabling axial access and procedures in the spine	11/22/2024
27	AXUAMD.004C-1 7,814,535 12,267,357	03/29/2011 02/08/2009	Method and apparatus for manipulating material in the spine	04/17/2025
28	AXUAMD.001C-3 8,024,055 12,473,869	10/11/2011 05/25/2009	Method And Apparatus For Providing Access To A Predefined Space	08/11/2020
29	AXUAMD.025A 8,052,613 10,897,731	11/03/2011 10/22/2004	Spinal nucleus extraction tool	11/23/2027
30	AXUAMD.003C-102 8,133,365 12,058,372	01/01/2012 08/13/2010	Methods And Apparatus For Performing Therapeutic Procedures In The Spine	02/13/2021
31	AXUAMD.50P-4C101 8,202,928 12,561,192	10/25/2012 09/16/2008	Method and apparatus for spinal distraction and fusion	02/14/2021
32	AXUAMD.024C-2 8,308,777 12,670,000	11/13/2012 09/27/2010	Method and apparatus for removable spinal implant extending between at least two adjacent vertebral bodies	05/08/2025
33	AXUAMD.005C-4 8,317,357 13,942,659	11/27/2012 01/03/2012	Methods And Apparatus For Performing Therapeutic Procedures In The Spine	02/13/2021
34	1003-003 7,491,236 10,972,039	2/17/2009	Dual Anchor Prosthetic Nucleus Apparatus	03/05/2022
35	1003-005 7,547,324	06/16/2008	Spinal Mobility Preservation Apparatus Having An	03/08/2022

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BAXANO SURGICAL IP PORTFOLIO 8-25-2014

Reference No.	Patent Title App. No.	Issue Date Filing Date	Title	Expiration Date (if not a term extension)
	10/272,176		Expandable Membrane	
35	T105002USU	10/13/2009 10/24/2005	Spinal Motion Preservation Assemblies	10/13/2028
37	T107001USU	12/18/2008 02/28/2007	Thin Outer Blades With Radiating Film For Preparing Intervertebral Disc Spaces	02/28/2027
38	1003-804	7,852,173 10/872,940	Spinal Mobility Preservation Assemblies	07/18/2026
39	T106001USU	7,717,918 11/553,445	Application of Therapy Aligned to an Internal Target	12/27/2028
40	1003-002	7,717,988 10/672,184	Prosthesis Nucleus Assemblies	09/28/2028
41	T106001USU	7,775,042 11/202,855	Methods and Apparatus for Provision of Therapy to Adjacent Motion Segments	12/16/2028
42	T106002USU	7,776,888 11/288,338	Spinal Motion Preservation Assemblies	01/14/2028
43	1003-004 Cont. 1	7,805,505 11/281,413	Spinal Mobility Preservation Assemblies	03/19/2021
44	1003-004 Cont. 2	7,805,808 11/281,331	Spinal Mobility Preservation Method	02/13/2021
45	T106003USU	7,856,836 11/259,514	Driver Assembly for Simultaneous Axial Delivery of Spinal Implants	01/22/2028
46	T106002USU	8,028,880 11/553,456	Drivers for Implants to Bone Anchors	07/08/2028

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Reference No.	Patent No./ App. No.	Issue Date/ Filing Date	Title	Expiration Date (w/ FTA or Term Discontinues)
47	T1030301USU 8,065,947 12/06/1,558	01/03/2012 04/02/2008	Multi-Membrane Prosthetic Nucleus	08/17/2029
48	T1030301USU 8,187,947 12/02/1,758	05/01/2012 08/23/2010	Methods for Push Distraction and for Provision of Therapy to Adjacent Motion Segments	05/29/2023
49	T1030301 USU 8,323,946 12/04/1,758	12/11/2012 12/29/2008	Prosthetic Nucleus with a Preformed Membrane	11/29/2027
50	T1030301C1 8,323,947 12/05/1,743	12/11/2012 02/06/2010	Assemblies for Provision of Therapy to Motion Segments	05/4/2023
51	T1030301DV2 8,523,918 13/07/1,080	03/14/2013 08/14/2012	Therapy to Adjacent Motion Segments	12/03/2022
52	T1030303USU 8,556,572 12/02/1,529	4/15/2014 12/27/2010	Abrading Tool for Preparing Intervertebral Disc Spaces	3/19/2032
53	AXUAMD.008C5 8,778,087 13/01/2,573	4/28/2014 09/12/2012	Methods And Apparatus For Performing Therapeutic Procedures In The Spine	
54	T1030302LUSU 8,747,472 12/04/1,755	01/02/2014 08/14/2009	Spinal Therapy Devices with Flared Distraction Distance	3/14/2031
55				

ATTORNEY CLIENT PRIVILEGED AND
CONFIDENTIAL INFORMATION
BAYANO SURGICAL IP PORTFOLIO 9-25-2014

(iii) U.S. Pending Provisional Patent Applications

Reference No.	Title	Published No.	Date	Status

(iv) Issued Foreign Patents and Patent Applications Owned by Company

Issued Foreign Patents from Trans1 Inc. -- cases in italics will not have serials paid / be submitted pending forward

File No.	Title	Patent No. / App. No.	Issue Date / Filing Date	Status
AXLMD-0056P	Apparatus for performing therapeutic procedures in the spine	EP 1257217 01310331.4	01092008 02142001	GRANTED. Validated in United Kingdom, France, Germany, Italy, Spain, Turkey and Austria.
AXLMD-0056P	Method and apparatus for spinal distraction and	EP 1570315 B1 0330233.0	09122008 12022005	GRANTED. Validated in United Kingdom, France, Germany, Italy, Spain, Turkey and Austria.

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File No.	Inventor	Patent No.	Patent No.	Patent No.
AX04AMD.002VREP	Robert	EP 1285541 B1 D7810814.5	11/26/2008 02/14/2001	GRANTED. Validated in United Kingdom, France, Germany, Italy.
AX04AMD.003VREP		JP 4282360 2001-558382	04/17/2009 02/14/2001	GRANTED
AX04AMD.004VREP		JP 4347304 2001-558384	03/17/2009 02/14/2001	GRANTED
AX04AMD.004VREP		JP 4352204 2001-558383	03/07/2009 02/14/2001	Granted
AX04AMD.001VREP		EP 1257212 01909230.3	03/02/2008 02/14/2001	Validated in DE FR GB IT TR
AX04AMD.005VREP		JP 4700084 2001-558335	03/19/2011 02/14/2001	Granted
AX04AMD.001VREP		JP 4728377 2001-558352 2003-531543	07/28/2011 02/14/2001 10/28/2003	Granted
AX04AMD.001VREP		EP 2728853	07/18/2012	Granted Validated in GB, FR, DE,

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BAXANO SURGICAL IP PORTFOLIO 8-25-2014

File No.	Title	Patent No./App. No.	Issue Date/ Filing Date	Status
	posterior or anterior access to spinal vertebrae	US 8,284,717	02/14/2001	
ASXLMDL01BVER	Tools And Tool Kits For Performing Minimally Invasive Procedures On The Spine	EP 1 651 845 047952512	08/22/2012 10/22/2004	Granted - Validated In GB, FR, DE
T1050015U	Therapy Provided to Adjacent Motion Segments	AU 2005272496	03/15/2005 02/03/2011	Expires 8/15/2025
T105001EP	Therapy Provided to Adjacent Motion Segments	EP 1785541 00765175.8	08/15/2005 12/14/2011	Granted - Validated In GB, FR, DE, AT, NE
T105001JP	Therapy Provided to Adjacent Motion Segments	JP 4993300 2007-525852	Issued 03/12/2012	Granted Expires 8/15/2025

Reveals Pending Patent Applications currently being maintained from Trans1 Inc.

File No.	Title	Document No.	Filing Date/ Issue Date	Status
T105002EP	Spinal Therapy Device with Fixed Distance Distance	EP 2484377 19 808 880.2	08/11/2010 02/07/2012	Pending

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT made as of the 30th day of January, 2015, by BAXANO SURGICAL, INC., a Delaware corporation ("Assignor"), to QUANDARY MEDICAL LLC ("Assignee").

WHEREAS, Assignor owns all of the right, title and interest in and to the registered trademarks and applications for trademark registration listed on Schedule A attached hereto (collectively, the "Trademarks") which Trademarks relate to a business that Assignor has sold, assigned, transferred and set over to Assignee; and

WHEREAS, Assignor has agreed to assign, transfer and convey all of its right, title and interest in and to the Trademarks, and each of them, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, all of the right, title and interest of Assignor in and to the Trademarks and all goodwill associated therewith or related thereto.

FURTHER, Assignor does hereby assign to Assignee, all income, royalties or payments due or payable in respect of the Trademarks as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests that the Register of Trademarks or corresponding agencies in all applicable jurisdictions record Assignee as the assignee and owner of each of the Trademarks and registrations therefor.

IN WITNESS WHEREOF, Assignor has executed this instrument.

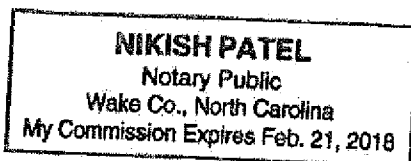
BAXANO SURGICAL, INC.

By: [Signature]
Ken Reali, its President and Chief Executive
Officer

STATE OF NC)
COUNTY OF WAKE) SS.
)

On this date, the person executing this document, who acknowledged himself to be Ken Reali, the President and Chief Executive Officer of Baxano Surgical, Inc., a Delaware corporation, with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn to before me this 28 day of January, 2015.



[Signature]
Notary Public

My Commission Expires: 2/21/18

SCHEDULE A

See attached.

ATTORNEY CLIENT PRIVILEGED AND
CONFIDENTIAL INFORMATION
BAXANO SURGICAL IP PORTFOLIO 8-25-2014

(3) Federal Trademarks owned by Company
Federal Trademarks currently being maintained from Transil Inc.

MARK	REGS FILE NO. (AXIALITY)	APP. NO./APP. DATE	REG. NO./ REG. DATE	STATUS
3D AXIAL REG	020T	78485703 08/17/04	3830124 08/21/11	REGISTERED; Section 8 Declaration due between 08/21/18 - 05/21/17 Renewal due between 08/21/20 - 08/21/21
AXIALIF AXIALIF	D18T	78485708 08/17/04	3872328 08/23/08	REGISTERED; Renewal due between 08/23/15 - 08/23/16
AXIALIF 2L AXIALIF 2E	D42T	78485710 08/15/08	3877968 08/01/08	REGISTERED; Section 8 Declaration due between 08/01/14 - 08/01/15 Renewal due between 08/01/18 - 08/01/19
AXIALIF 360F AXIALIF 360P	D44T	77076408 04/08/07	3803624 08/15/10	REGISTERED; Section 8 Declaration due between 08/15/15 - 08/15/16 Renewal due between 08/15/18 - 08/15/20

[illegible]

Karsen Trademark currently being administered from Transi Inc.

MARK	COUNTRY	KNOW FILE NO.	APP. NO./APP. DATE	REG. NO./REG. DATE	STATUS
AXIALIF	Canada	019WCA	1410363 09/16/08	TR45803911 03/09/11	REGISTERED; Renewal Due 08/09/25
AXIALIF	China	018WCH	10128255 10/31/11	10128365 12/21/12	REGISTERED
AXIALIF	European Community	010REU	4339491 03/15/05	4339461 04/18/05	REGISTERED; Renewal Due 02/15/15
AXIALIF 2L	European Community	042WEU	005549553 01/29/07	005549539 03/04/08	REGISTERED; Renewal Due 01/29/17
AXIALIF 350P	European Community	042WEU	8433731 08/29/07	8433731 08/29/08	REGISTERED; Renewal Due 08/29/17
TRANS1	China	012WCH	10128364 10/31/11		PENDING; Decision expected September 2014.
TRANS1	European Community	012WEU	3505923	3303525	REGISTERED; Renewal Due 03/02/13

6021062

3759846

FIRPTA AFFIDAVIT

January 30, 2015

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Baxano Surgical, Inc. (the "Seller"), the undersigned hereby certifies the following:

1. The Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. The is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Treasury Regulations promulgated by the United States Internal Revenue Service under the Internal Revenue Code of 1986, as amended;

3. The U.S. tax identification number of the Seller is 33-0909022; and

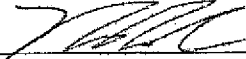
4. The office address of the Seller is: 110 HORIZON DRIVE, STE 230, RALEIGH, NC
27615

The undersigned understands that this certification may be disclosed to the United States Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of the Seller.

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Signature Page Follows*

BAXANO SURGICAL, INC.

By: 
Name: Ken Reali
Title: President and Chief Executive Officer

[Signature Page to FIRPTA Affidavit]

CLOSING CERTIFICATE

January 30, 2015

The undersigned (the "Seller"), pursuant to Section 8.2 of the Asset Purchase Agreement dated January 20, 2015 (together with the Exhibits and Schedules thereto, the "Purchase Agreement"), by and between the Seller and the Purchaser (as defined therein), does hereby certify to the Purchaser as of the date hereof that:

1. Representations and Warranties. All of the representations and warranties of the Seller set forth in the Purchase Agreement are true and correct (without giving effect to any limitation as to "materiality, or "Material Adverse Effect" or similar qualifications) as of the date hereof, as if made as of the date hereof (except to the extent that such representations and warranties expressly another date, in which case such representations and warranties are true and correct as of such date), except where the failure of such representations and warranties to be so true and correct do not, individually or in the aggregate, have a Material Adverse Effect.

2. Covenants. The Seller has performed and complied with all of its covenants under the Purchase Agreement in all material respects.

All capitalized terms used in this Closing Certificate which are not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the date set forth herein.

BAXANO SURGICAL, INC.

By: 
Name: Ken Reali
Title: Chief Executive Officer