

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRUCE M. MCCORMACK	12/14/2009
JEFFREY D. SMITH	12/14/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PROVIDENCE MEDICAL TECHNOLOGY, INC.
<b>Street Address:</b>	3875 HOPYARD ROAD
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<b>City:</b>	PLEASANTON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94588
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15885253
<b>Application Number:</b>	15488989
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	P190651US07/US08
<b>NAME OF SUBMITTER:</b>	KATHERINE BENTON
<b>SIGNATURE:</b>	/Katherine Benton/
<b>DATE SIGNED:</b>	04/17/2018
<b>Total Attachments: 5</b>	
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**ASSIGNMENT**

WHEREAS, we, Bruce M. McCormack, residing at 3948 Clay Street, San Francisco, California 94118 U.S.A. and Jeffrey D. Smith, residing at 5175 Keller Ridge Drive, Clayton, California 94517 U.S.A. (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), entitled "Cervical Distraction/Implant Delivery Device," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/559,193, filed on September 14, 2009 (the "Utility Application") with attorney docket No. 190651/US/2 and PCT International Application No. PCT/US2009/056841, entitled "Cervical Distraction/Implant Delivery Device," filed on September 14, 2009, with attorney docket No. 190615/PCT (the "Foreign Application"); and

WHEREAS, Providence Medical Technology, Inc. a corporation organized and existing under the laws of the State of California, and having its principal place of business at 2320 Sutter Street, Suite 202, San Francisco, California 94115 U.S.A. (the "Assignee"), owns all right, title, and interest in and to the following U.S. priority applications by earlier Assignments:

- (1) U.S. Provisional Application No. 61/097,103, filed on September 15, 2008 and entitled "Cervical Distraction/Implant Delivery Device";
- (2) U.S. Provisional Application No. 61/109,776, filed on October 30, 2008 and entitled "Facet Joint Implants";
- (3) U.S. Provisional Application No. 61/169,601, filed on April 15, 2009 and entitled "Facet Joint Implants and Delivery Tools";
- (4) U.S. Patent Application No. 12/455,814, filed on June 5, 2009 and entitled "Facet Joint Implants and Delivery Tools";
- (5) U.S. Patent Application No. 12/317,682, filed on December 23, 2008 and entitled "Facet Joint Implants and Delivery Tools"; and
- (6) U.S. Provisional Application No. 61/059,723 filed on June 6, 2008 and entitled "Spine Distraction Device".

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the U.S. Provisional Applications, U.S. Utility Applications, and the Foreign Applications not already transferred to Providence Medical Technology, Inc. by the earlier Assignments, Assignor is desirous of assigning such interest and the Utility Application, and the Foreign Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Application and otherwise take advantage of the provisions of any international conventions.



executed the instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(S E A L)



*Victoria Lin*  
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Notary Public

My commission expires: AUGUST 22, 2013

