

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4939513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OSIRIS THERAPEUTICS, INC.	07/24/2008
RECEIVING PARTY DATA	
Name:	NUVASIVE, INC.
Street Address:	7475 LUSK BOULEVARD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15622985
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>	
Email:	ip@nuvasive.com
Correspondent Name:	CEDRIC TCHAKOUNTE
Address Line 1:	7475 LUSK BOULEVARD
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	311US2
NAME OF SUBMITTER:	CEDRIC TCHAKOUNTE
SIGNATURE:	/Cedric Tchakounte/
DATE SIGNED:	04/30/2018
Total Attachments: 5	
source=311US2-Parent_Assignment_Signed_OsirisToNuVa#page1.tif	
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made effective as of July 24, 2008, by Osiris Therapeutics, Inc., a Delaware corporation ("Assignor"), to NuVasive, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain patents and patent applications;

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated May 8, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Assets (such initially capitalized term and, except as defined herein, all other initially capitalized terms used herein shall have the same meanings ascribed to them in the Purchase Agreement), including, without limitation, all Patent Rights listed on Exhibit A attached hereto, and all rights therein provided by law, multinational treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application (collectively, the "Assigned Patents"); and

WHEREAS, Assignor's entering into this Assignment is a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and to the Assigned Patents, the underlying inventions claimed therein, including any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, foreign, PCT or other patent application or like document, or any other application which claims priority to said application, in the United States and all foreign countries, together with the right of priority under any international agreements to which the United States adheres, and further, all rights and privileges pertaining to the Assigned Patents, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and empowered officials of all other foreign countries to record the transfer of the Assigned Patents to Assignee, its successors, assigns and legal representatives.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for patents or other forms of protection for said inventions and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without

further written or oral authorization. Whenever necessary, Assignor agrees to review and execute any or all documents to give effect to this provision.

3. Authorization of Patent and Trademark Office to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.

4. Further Assurances. Assignor agrees to take such further action and to execute such reasonable and truthful documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned Patents.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

6. Cooperation. Assignor shall use Assignor's commercially reasonable efforts to cooperate fully with Assignee to give Assignee access to Assignor's relevant books and records and to make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Patents.

7. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature page follows]

EXHIBIT A

**OSIRIS THERAPEUTICS, INC.
LIST OF PATENTS**

- 1) United States Patent Application Serial No. 11/799,606
- 2) United States Continuation-in-Part Patent Application identified via Attorney Docket No. 640100-533 entitled, "Cancellous Bone Treated with Collagenase and Essentially Free of Blood Cells" filed April 28, 2008 with the United States Patent & Trademark Office; Serial No. 12/150,513
- 3) Patent Cooperation Treaty Application Serial No. PCT/US2007/010589
(International)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

ASSIGNOR:

OSIRIS THERAPEUTICS, INC.
a Delaware Corporation

By: 

Name: C. Randal Mills

Title: President & CEO

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

NUVASIVE, INC.
a Delaware corporation

By: _____

Name:

Title:

**SIGNATURE PAGE TO
ASSIGNMENT OF PATENTS**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

ASSIGNOR:

OSIRIS THERAPEUTICS, INC.
a Delaware Corporation

By: _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

NUVASIVE, INC.
a Delaware corporation

By:  _____

Name:

Title:

**SIGNATURE PAGE TO
ASSIGNMENT OF PATENTS**