

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5085742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DR. PAUL GLAZER	07/27/2018
RECEIVING PARTY DATA	
Name:	ALPHATEC SPINE, INC.
Street Address:	5818 EL CAMINO REAL
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9597199
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ATTORNEY DOCKET NUMBER:	265645-431297
NAME OF SUBMITTER:	JOHN CHAU
SIGNATURE:	/John Chau/
DATE SIGNED:	08/07/2018
Total Attachments: 3	
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Exhibit B

Form of Patent Assignment

ASSIGNMENT OF PATENT RIGHTS

WITH THIS ASSIGNMENT, Dr. Paul Glazer, M.D., an individual having a place of residence at 110 Stuart Street, Apt. 20G, Boston, MA 02116 ("Assignor") is entering into an agreement to transfer patent rights with Alphatec Spine, Inc., a California corporation with a principal place of business at 5818 El Camino Real, Carlsbad, California 92008 ("Assignee").

FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, the Assignor, as the sole and lawful owner of an unencumbered 100% interest in the patents and patent applications set forth on Exhibit A (the "Assigned Patents"), hereby conveys, transfers, assigns and delivers to the Assignee, including its successors or legal representatives, 100% interest in the worldwide right and title of the Assigned Patents, including the application(s); any progeny of the applications, such as continuation, divisional, and continuation-in-part applications; any ensuing U.S. or foreign letters patent that may issue from the applications or its progeny; and any patents that may issue from reexamination or reissue proceedings of the ensuing U.S. or foreign letters patent, to the end of the full term of the patents, together with the right to all past, present and future income, royalties, fees, damages, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of, as of the date hereof, the Assigned Patents, including the goodwill of the businesses connected to the use of any of the Assigned Patents, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made, and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

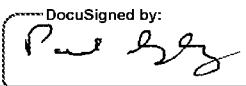
Assignor hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee as owner of the Assigned Patents, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Patents) known to the Assignor with respect to the Assigned Patents, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use

reasonable best efforts at the reasonable request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Patents and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within five (5) business days after request therefor by Assignee.

Assignor and Assignee acknowledge and agree that this Assignment is entered into pursuant to an Asset Purchase Agreement ("Agreement") dated as of July 26, 2018, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

DR. PAUL GLAZER, M.D.

By: 
Name: Dr. Paul Glazer, M.D.

Date: 7/27/2018 | 9:04 AM PDT

Exhibit A

Assigned Patents

TITLE	FILED	APP. NO.	PATENT NO.	COUNTRY
Orthopedic Implants with Flexible Screws	Jan. 23, 2012	13/355,875	US 8,979,930	USA
Orthopedic Implants with Flexible Screws	Jan. 23, 2012	13/355,875	US 2013/0190874	USA