

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5153976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NLT SPINE LTD.	05/08/2018
RECEIVING PARTY DATA	
Name:	SEASPINE, INC.
Street Address:	5770 ARMADA DR.
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14459336
CORRESPONDENCE DATA	
Fax Number:	(502)561-0442
<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:	5026252773
Email:	kbrennan@middletonlaw.com
Correspondent Name:	MIDDLETON REUTLINGER
Address Line 1:	401 S. 4TH STREET, SUITE 2600
Address Line 4:	LOUISVILLE, KENTUCKY 40202
ATTORNEY DOCKET NUMBER:	ZS315-18061
NAME OF SUBMITTER:	ROBERT H. EICHENBERGER
SIGNATURE:	/Robert H. Eichenberger/
DATE SIGNED:	09/24/2018
Total Attachments: 6	
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MASTER CONFIRMATORY PATENT ASSIGNMENT

This MASTER CONFIRMATORY PATENT ASSIGNMENT (this “**Assignment**”) is made and entered into as of May 8, 2018 (the “**Effective Date**”) by and among N.L.T Spine Ltd., a company organized under the laws of the State of Israel and NLT Spine, Inc., a Delaware corporation (collectively, “**Assignor**”) on the one hand, and SeaSpine, Inc., a Delaware corporation (“**Assignee**”) on the other hand.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated August 17, 2016, as amended (the “**Purchase Agreement**”), between Assignor and SeaSpine Holdings Corporation, a Delaware corporation (“**Assignee Parent**”), Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee (as the designee of Assignee Parent) all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Patents (defined below), effective as of the Effective Date; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee and Assignee hereby accepts all of Assignor’s right, title and interest in, to and under the issued patents, patent registrations and patent applications listed on Schedule A, including, without limitation, all worldwide statutory invention registrations, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations, 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 all rights to sue for and recover and retain damages, costs or attorneys’ fees for present and past infringement of any of the Assigned Patents.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance.
 - a. Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to (i) consummate and make fully effective the transactions contemplated by this Assignment and (ii) assist the Assignee in obtaining, defending and enforcing the Assigned Patents and with any other proceedings that may be brought by or against the Assignee relating to the rights assigned by this Assignment.
 - b. If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register, issue, enforce, or memorialize the assignment of any

rights under any Assigned Patents as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Assignment may be executed in one or more counterparts, including facsimile counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of Assignor and Assignee.
6. Purchase Agreement Controls. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.
7. Governing Law. This instrument shall be governed by and construed in accordance with the State of New York (USA), without regard applicable principles of conflicts of law.

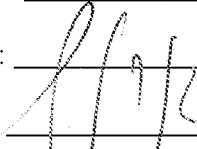
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

N.L.T SPINE LTD.

By: Eli Gendler

Name: 

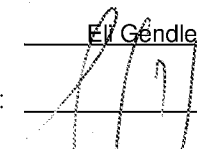
Title: _____

Address: 6 Yad Harutzim St.

Kfar Saba, 4464103 Israel

NLT SPINE, INC.

By: Eli Gendler

Name: 

Title: _____

Address: c/o N.L.T Spine, Ltd.

6 Yad Harutzim St.

Kfar Saba, 4464103 Israel

Acknowledged and Accepted:

ASSIGNEE:

SEASPINE, INC.

By: _____

Name: _____

Title: _____

Address: 5770 Armada Drive

Carlsbad, CA 92008

[Signature Page to Master Confirmatory Patent Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

N.L.T SPINE LTD.

By: _____

Name: _____

Title: _____

Address: 6 Yad Harutzim St.

Kfar Saba, 4464103 Israel

NLT SPINE, INC.

By: _____

Name: _____

Title: _____

Address: c/o N.L.T Spine, Ltd.

6 Yad Harutzim St.

Kfar Saba, 4464103 Israel

Acknowledged and Accepted:

ASSIGNEE:

SEASPINE, INC.

By: 

Name: Patrick Keran

Title: General Counsel

Address: 5770 Armada Drive

Carlsbad, CA 92008

[Signature Page to Master Confirmatory Patent Assignment]

SCHEDULE A TO MASTER CONFIRMATORY PATENT ASSIGNMENT

[Attached]

Schedule A
(to Master Confirmatory Patent Assignment)

NLT Ref.	MF Ref.	Country	Comment	Status	Applic. No.	Filing Date	Publication No.	Publication Date	Issue No.	Issue Date
P10-US/2	193	US		Issued	14/459,336 REDACTED	8/14/2014	US2015-0012000A1	1/8/2015	9,254,138	2/9/2016

PATENT

REEL: 046946 FRAME: 0558

RECORDED: 09/24/2018