## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5343398

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
SAFERAY SPINE, LLC	09/12/2016

### **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:	16200519	

### **CORRESPONDENCE DATA**

### Fax Number:

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.

Email: NuVasivedocketing@Clairvolex.com

Correspondent Name: CEDRIC TCHAKOUNTE
Address Line 1: 7475 LUSK BOULEVARD

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: P1795-US-ORG1-CON1-CON1		
NAME OF SUBMITTER: CEDRIC TCHAKOUNTE		
SIGNATURE:	/Cedric Tchakounte/	
DATE SIGNED:	01/24/2019	

## **Total Attachments: 3**

source=P1795-US-ORG1-CON1-CON1\_Parent\_Assignment\_Saferay\_to\_NuVa\_signed#page1.tif source=P1795-US-ORG1-CON1-CON1\_Parent\_Assignment\_Saferay\_to\_NuVa\_signed#page2.tif source=P1795-US-ORG1-CON1-CON1\_Parent\_Assignment\_Saferay\_to\_NuVa\_signed#page3.tif

PATENT 505296621 REEL: 048137 FRAME: 0369

#### CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS, <u>SAFERAY SPINE, LLC</u>, a Limited Liability Corporation of the State of <u>Delaware</u>, having a place of buisness at <u>5102</u> <u>Durham Chapel Hill Boulevard</u>, <u>Durham. North Carolina 27707</u> (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") listed in <u>APPENDIX A</u>:

Docket Number: 41701-700

WHEREAS, <u>NUVASIVE</u>, <u>INC.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>7475 Lusk</u> <u>Boulevard</u>, <u>San Diego</u>, <u>California 92121</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date:	ASSIGNOR  By: Name: Robert E. Isaacs  Title: Chief Executive Officer of SAFERA	<u>GAN</u>	
RECEIVED AND AGREED TO BY ASSIGNEE:			
Date:	Ву:		
	Name: Gregory T. Lucier		
	Title: Chairman and Chief Executive	Officer of	
	NUVASIVE, INC.		

#### CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS, <u>SAFERAY SPINE LLC</u>, a Limited Liability Corporation of the State of <u>Delaware</u>, having a place of buisness at <u>5102 Durham Chapel Hill Boulevard</u>, <u>Durham, North Carolina 27707</u> (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") listed in <u>APPENDIX A</u>:

Docket Number: 41701-700

WHEREAS, <u>NUVASIVE</u>, <u>INC.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>7475 Lusk</u> <u>Boulevard</u>, <u>San Diego</u>, <u>California 92121</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

	ASSIGNOR	
Date:		e: Robert E. Isaacs Chief Executive Officer of SAFERAY SPINE LLC
RECEIVED AND AGREED TO BY ASSIGNEE:		02
Date:		e: Gregory T. Lucier Chairman and Chief Executive Officer of NUVASIVE, INC.

## CORPORATE TO CORPORATE ASSIGNMENT

Docket Number: 41701-700

# APPENDIX A

APPLICATION NO.	FILING DATE.	PATENT NO.	ISSUE DATE
61/390,488	10/06/2010	N/A	N/A
13/253,838	10/05/2011	8,526,700	09/03/2013
PCT/US2012/058845	10/05/2012	N/A	N/A
13/722,259	12/20/2012	8,718,346	05/06/2014
14/011,344	08/27/2013	8,792,704	07/29/2014
14/270,446	05/06/2014	8,908,952	12/09/2014
62/036,660	08/13/2014	N/A	N/A
14/564,728	12/09/2014	N/A	N/A

Page 2 of 2

PATENT REEL: 048137 FRAME: 0372