

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5361828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH D. STERN	01/31/2019
RECEIVING PARTY DATA	
Name:	GLOBUS MEDICAL, INC.
Street Address:	2560 GENERAL ARMISTEAD AVENUE
Internal Address:	VALLEY FORGE BUSINESS CENTER
City:	AUDUBON
State/Country:	PENNSYLVANIA
Postal Code:	19403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14028282
CORRESPONDENCE DATA	
Fax Number:	(610)930-2042
<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:	6109301800
Email:	skyttle@globusmedical.com
Correspondent Name:	GLOBUS MEDICAL, INC.
Address Line 1:	2560 GENERAL ARMISTEAD AVENUE
Address Line 4:	AUDUBON, PENNSYLVANIA 19403
ATTORNEY DOCKET NUMBER:	0218.603.0004
NAME OF SUBMITTER:	SUSAN KYTTLE
SIGNATURE:	/Susan Kyttle/
DATE SIGNED:	02/06/2019
Total Attachments: 2	
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source=Assignment#page2.tif	

ASSIGNMENT

The person signing below ("Assignor") has made or authorized to be made the following patents and patent applications ("Patents"):

U.S. Pat. No. 8,070,749

U.S. Pat. No. 8,536,895

U.S. Pat. No. 8,858,556

U.S. Pat. No. 9,095,381

U.S. Pat. No. 9,662,146

U.S. Pat. No. 9,668,782

Pending U.S. Application Ser. No. 15/605,823

The Patents disclose, whether claimed or unclaimed, inventions ("Inventions"), of which Assignor believes Assignor is an original inventor.

Globus Medical, Inc. ("Assignee"), having a place of business at 2560 General Armistead Avenue, Audubon, PA 19403, desires to acquire all right, title, and interest in and to "Intellectual Property" as defined below.

Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment from Assignor to Assignee of any part of the Intellectual Property.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor irrevocably assigns, sells, and transfers all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Intellectual Property includes:

- a. the Inventions;
- b. the Patents;
- c. any application to which one of the Patents could have claimed priority or benefit directly or indirectly, where "application" encompasses (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and nonprovisional patent applications, and (iii) other applications for the protection of intellectual property, including applications for utility models, design patents, and statutory invention registrations;
- d. any application that claims or could have claimed priority to or benefit of one of the Patents directly or indirectly (including nonprovisional patent applications, divisional patent applications, continuation patent applications, continuation-in-part patent applications, patents of addition, and non-U.S. patent applications);
- e. any application, whether or not linked by priority/benefit claim to the Patents, that describes or claims at least one of the Inventions;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)–(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
- h. any improvements to the Inventions that were conceived by Assignor prior to execution of this Assignment; and
- i. all interest in works of authorship by Assignor related to the Inventions, whether reproduced in the Patents or not, and including computer code, user interfaces, graphic works, and the Patents themselves, including the written descriptions, the drawings, and the claims.

The right, title, and interest include:

- a. the right to claim priority to any application, official grant, and modification or extension of the Intellectual Property;
- b. all copyrights and other rights associated with the Intellectual Property in each jurisdiction, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and

ASSIGNMENT

- c. all rights to sue for, and recover for, infringements of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, that any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) issue the official grant to Assignee.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *inter partes* review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above for time spent less than 3 hours per year, (i) promptly reviewing and executing all truthful instruments or documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and accessible to Assignor, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

By: _____

Joseph D. Stern

1130 N. Church Street, Suite 200

Greensboro, NC 27401

State of NC

County of GUILFORD

)
) ss.
)

On JANUARY 31, 2019, the foregoing individuals personally appeared before me, executed the foregoing instrument, and acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

Notary Public, Orren Beth Falk

Acting in the County Of

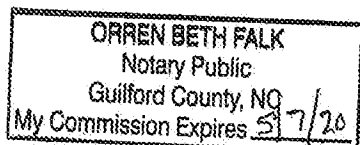
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My Commission Expires

MAY 7, 2020

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