505423322 04/11/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5470113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SOMERSAULT ORTHOPEDICS INC.	04/01/2019

RECEIVING PARTY DATA

Name:	UNIK ORTHOPEDICS, INC.
Street Address:	47000 WARM SPRINGS BOULEVARD
Internal Address:	SUITE 270
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94539

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	14820424
Application Number:	14820451
Application Number:	14820473

CORRESPONDENCE DATA

Fax Number: (714)795-2995

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.

Phone: 7148393800

Email: skim@fortislaw.com

Correspondent Name: FORTIS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 1530

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	1474-ASSIGNMENTTOUNIK	
NAME OF SUBMITTER:	SANG N. DANG	
SIGNATURE:	/Sang N. Dang/	
DATE SIGNED:	04/11/2019	

Total Attachments: 5

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> PATENT REEL: 048861 FRAME: 0915

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of April 1, 2019, is made by SOMERSAULT ORTHOPEDICS INC., a California corporation having a place of business at 1257 Quarry Lane, Suite 125, Pleasanton, California 94566, USA ("Assignor"), to Unik Orthopedics, Inc., a Delaware corporation having a place of business at 47000 Warm Springs Boulevard, #270, Fremont, CA 94539 ("Assignee").

WHEREAS, Assignor owns the patent(s) ("Patents") and patent applications ("Patent Applications") set forth in Exhibit A hereto; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Patents, Patent Applications, and the Future Patents (as hereinafter defined);

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

- ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Patents, the Patent Applications, the inventions disclosed therein, and all future patents that may issue from Patent Applications throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding (collectively "Future Patents"), and the right to claim priority to any of the preceding, the same to be held by Assignee or Asssignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; together with all claims for damages by reason of past, present and future infringements of the Patents and Future Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted (provided, however, that the foregoing does not require Assignor to pay Assignee any revenues or damages previously recovered or to be recovered pursuant to contracts previously concluded by Assignor, nor does it amend any other written agreements between Assignor and Assignee with respect thereto), for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- 2. ISSUANCE OF FUTURE PATENTS. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States, and any other office of any country or countries foreign to the United states, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue Future Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.
- 3. ASSISTANCE. Assignor hereby agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title

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and interest throughout the world in all Patents, Patent Applications and Future Patents, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything possible to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

- 4. POWER OF ATTORNEY. If Assignee is unable, for any reason, to obtain the assistance of Assignor as set forth in Section 3 above, Assignor hereby designates and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution in Assignor's name and stead, to act for and on behalf of Assignor to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, verify, file and deliver any and all instruments and assurances and to perform all other lawfully permitted acts necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto with the same legal force and effect as if executed by Assignor. Assignor hereby declars that the foregoing power is coupled with an interest and as much is irrevocable.
- 5. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that: (i) Assignor has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements to which Assignor is a party or any judgment, order, or decree by which Assignor is bound; and (ii) Assignor owns all right, title, and interest in or to the Patents and Patent Applications, free and clear of any security interest, option, lien, license, or encumbrance of any nature.
- 6. DISCLAIMER. OTHER THAN THE WARRANTIES EXPRESSLY GRANTED HEREIN, ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OF ANY KINK, EXTEND ANY WARRANTIES OF ANY KIND, OR CONFER ANY RIGHT BY IMPLICATION, ESTOPPEL, OR OTHERWISE.

7. GENERAL.

A. <u>Notice</u>. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Somersault Orthopedics, Inc. c/o LightHouse Capital Group Limited 400 North Chapel Avenue, Apt 211 Alhambra, CA 91801 Attn: Gang Oin If to Assignce:

Unik Orthopedics, Inc. 47000 Warm Springs Boulevard, #270 Fremont, CA 94539 Attn: Mr. Charlie Chi

- B. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
- C. Waivez. All waivers must be in writing and signed by an authorized representative of the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- D. <u>Severability</u>. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- E. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- F. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR_	ASSIGNEE
	Chaulo (Ia)
Signakure Sida Wid	Signature CHALUE CH
Print Name	Print Name

EXHIBIT A

APPLICATION NO.	13 TENT	Titta
61/961,541 filed on	1	IMPROVEMENTS IN KNEE FEMUR
October 16, 2013		REPLACEMENT AND ALIGNMENT
61/962,166 filed on		IMPROVEMENTS IN TIBIA ALIGNMENT
November 1, 2013		AND RESECTIONING
61/962,333 filed on		IMPROVEMENTS IN TIBIA ALIGNMENT
November 4, 2013		AND RESECTIONING
61/963,041 filed on	***************************************	IMPROVEMENTS IN HIP ALIGNMENT AND
November 21, 2013		RESECTIONING
61/964,209 filed on		FURTHER IMPROVEMENTS IN HIP
December 26, 2013		ALIGNMENT AND RESECTIONING
62/034,073 filed on	***************************************	SPARSE CONTACT TIBIA JIG MECHANISM
August 6, 2014		DI AKUL CONTACT TIBIA NO MEGIANIGI
62/034,078 filed on		SPARSE CONTACT FEMORAL JIG
August 6, 2014		MECHANISM
62/034,085 filed on	···	METHOD FOR CREATING A CUSTOMIZED
August 6, 2014		ARTHROPLASTY RESECTION GUIDE
		UTILIZING TWO-DIMENSIONAL IMAGING
14/516,298 filed on		METHOD FOR KNEE RESECTION
October 16, 2014		ALIGNMENT APPROXIMANTION IN KNEE
2 MICONE (10) 600 1		REPLACEMENT PROCEDURES
14/531,337 filed on	USPN 9,852,509	METHOD FOR TIBIA RESECTION
November 3, 2014	issued on December	ALIGNMENT APPROXIMANTION IN KNEE
and the second s	16, 2014	REPLACEMENT PROCEDURES
14/550,378 filed on	USPN 9,925,069	METHOD FOR FEMUR RESECTION
November 21, 2014	issued on March 27,	ALIGNMENT APPROXIMANTION IN HIP
	2018	REPLACEMENT PROCEDURES
14/582,561 filed on	USPN 9,889,021	METHOD FOR HIP RESECTION ALIGNMEN
December 24, 2014	issued on February	APPROXIMANTION IN HIP REPLACEMENT
	+13:2018	PROCEDURES
14/820,424 filed on	USPN 9,883,871	SPARSE CONTACT TIBIA JIG MECHANISM
August 6, 2015	issued on February	
ung Majurun Kulun Kalunda. Kabupatèn Kabupatèn Kalunda.	6, 2018	
14/820,451 filed on		SPARSE CONTACT TIBIA JIG MECHANISM
August 6, 2015		
14/820,473 filed on	USPN 10,139,807	METHOD FOR CREATING A CUSTOMIZED
August 6, 2015	issued on November	ARTHROPLASTY RESECTION GUIDE
	27, 2018	UTILIZING TWO DIMENSIONAL IMAGING
15/844,574 filed on		
December 17, 2017		
15/923,881 filed on		
March 16, 2018		

APPLICATION NO.	PATENT	Title
15/848,200 filed on December 20, 2017		
15/874,085 filed on January 18, 2018		
PCT/US2015/044089 filed on August 6, 2015		SPARSE CONTACT TIBIA JIG MECHANISM
PCT/US2015/044094 filed on August 6, 2015		SPARSE CONTACT FEMORAL JIG MECHANISM
PCT/US2015/044098 filed on August 6, 2015		METHOD FOR CREATING A CUSTOMIZED ARTHROPLASY RESECTION GUIDE UTILIZING TWO-DIMENSIONAL IMAGING