505532508 06/19/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5579305

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D				
		Name	Execution Date	
ABRAHAM LAVI			06/17/2019	
DROR PALEY			06/17/2019	
VICTOR LAVI			06/17/2019	
RECEIVING PARTY D	ATA			
Name:	ORTHEX	ORTHEX		
Street Address:	2950 FR	2950 FRONTIER DRIVE		
City:	WARSA	WARSAW		
State/Country:	INDIANA	INDIANA		
Postal Code:	46582	46582		
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PATENT REEL: 049515 FRAME: 0644

PATENT ASSIGNMENT

This Agreement is by and between Abraham Lavi, of 8229 Banpo Bridge Way, Delray Beach, Florida, 33446, Dr. Dror Paley, of 2836 N. Flagler Drive, West Palm Beach, Florida 33407, and Victor Lavi, of 8229 Banpo Bridge Way, Delray Beach, Florida, 33446 (hereinafter "Assignor") and Orthex, LLC, having a place of business at 2950 Frontier Drive, Warsaw, IN 46582 (hereinafter "Assignee").

WHEREAS, Assignor holds title to a "Patent and the Invention" described in Exhibit A (the "Patent"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

NOW, the parties agree as follows:

1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention and any continuations, divisional, continuations-in-part, reissue applications, reexamination certificates or any other intellectual property eventuated by the patent application identified in the Exhibit A hereto.

2. <u>Consideration</u>. Consideration for this Assignment has already been exchanged.

3. <u>**Representations and Warranties**</u>. Assignor represents and warrants to Assignee:

- (a) Assignor believes it has the right, power and authority to enter into this Agreement;
- (b) Assignor believes itself to be the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent to Assignor's knowledge;
- (c) The Invention and Patent are free of any known liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent are not known to infringe the rights of any person or entity;

PATENT REEL: 049515 FRAME: 0645

- (e) There are no known claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. <u>Attorney's Fees</u>. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. <u>Entire Agreement</u>. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. <u>Amendment</u>. This Agreement may be amended only by a writing signed by both parties.

7. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. <u>Agreement to Perform Necessary Acts</u>. Assignce agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Signed and dated: Aereham Far

Abraham Lavi

6/17/2019

date signed

Dror Paley

Victor Lavi

date signed

date signed

- (e) There are no known claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. <u>Attorney's Fees</u>. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

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8. <u>Agreement to Perform Necessary Acts</u>. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Signed and dated:

Abraham Lavi

Dror Paley

June 17, 2019

Victor Lavi

date signed

date signed

date signed

- (e) There are no known claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. <u>Attorney's Fees</u>. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

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Signed and dated:

Abraham Lavi

Dror Paley

Victor Lavi

6/17/19

date signed

date signed

date signed

EXHIBIT A

"The Patent and the Invention"

U.S. Patent Application No. 62/686,891 entitled "Half Pins for External Fixators," filed 19 June 2018, as international priority patent application for all counterpart patent applications hereinafter filed, all of which are included within the metes and bounds of this assignment, and a U.S. nonprovisional patent application to be filed imminently, based on the above-identified provisional patent application.