

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5793168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRUCE M. MCCORMACK	02/18/2009
JEFFREY D. SMITH	02/18/2009
RECEIVING PARTY DATA	
Name:	PROVIDENCE MEDICAL TECHNOLOGY, INC.
Street Address:	3875 HOPYARD ROAD
Internal Address:	SUITE 300
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16178326
CORRESPONDENCE DATA	
Fax Number:	(612)340-2868
<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:	6123402600
Email:	IP.Docket@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET
Address Line 2:	SUITE 1500
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
ATTORNEY DOCKET NUMBER:	P190868.US.24
NAME OF SUBMITTER:	STEPHANIE PAGE
SIGNATURE:	/Stephanie Page/
DATE SIGNED:	10/29/2019
Total Attachments: 4	
source=P190868.US.24 Assignment of Parent#page1.tif	
source=P190868.US.24 Assignment of Parent#page2.tif	
source=P190868.US.24 Assignment of Parent#page3.tif	

ASSIGNMENT

WHEREAS, we, Bruce M. McCormack, M.D., residing at 3948 Clay Street, San Francisco, California 94118 U.S.A., and Jeffrey D. Smith residing at 5175 Keller Ridge Drive, Clayton, California 94517 U.S.A. (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Facet Joint Implants and Delivery Tools," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/ 317,682, filed on December 23, 2008 (the "Utility Application") with attorney docket No. 190868/US/2, and

WHEREAS, Providence Medical Technology, Inc. a corporation organized and existing under the laws of the State of California, and having its principal place of business at 2320 Sutter Street, Suite 202, San Francisco, California 94115 U.S.A. (the "Assignee"), by earlier Assignment dated July 15, 2008, owns all right, title and interest in and to U.S. Provisional Application No. 61/059,723, filed June 6, 2008 entitled "Spine Distraction Device" and by earlier Assignment dated November 26, 2008, owns all right, title and interest in and to U.S. Provisional Application No. 61/109,776, filed October 30, 2008 entitled "Facet Joint Implants" ;

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application not already transferred to Providence Medical Technology, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making

application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date:

2/14/09

By:



Bruce M. McCormack, M.D.

STATE OF CALIFORNIA

)


) ss.

COUNTY OF SAN FRANCISCO)

On this 18TH day of FEBRUARY, 2009, before me a Notary Public in and for said county, personally appeared Bruce M. McCormack, M.D., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)  *Victoria Lin*
Notary Public

My commission expires: AUG. 22, 2009

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

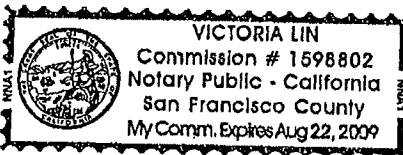
Date: FEB. 18, 2009 By: *Jeffrey D. Smith*
Jeffrey D. Smith

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 18TH day of FEBRUARY, 2009, before me a Notary Public in and for said county, personally appeared Jeffrey D. Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

I hereby under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)  *Victoria Lin*
Notary Public

My commission expires: AUG. 22, 2009

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

PROVIDENCE MEDICAL TECHNOLOGY, INC.

Date: FEB. 18, 2009

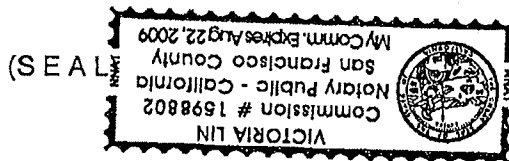
By: [Signature]
Name: Jeffrey D. Smith
Title: CEO

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 18TH day of FEBRUARY, 2009, before me a Notary Public in and for said county, personally appeared JEFFREY D. SMITH, the above-mentioned representative of the Assignee, Providence Medical Technology, Inc. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and executed the foregoing Acceptance of Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

I hereby under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: AUGUST 22, 2009

