

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5963919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/21/2019

CONVEYING PARTY DATA

Name	Execution Date
FIRST RAY, LLC	11/20/2019

RECEIVING PARTY DATA

Name:	SF MERGER CORP.
Street Address:	505 PARK AVENUE, 17TH FLOOR
Internal Address:	C/O HEALTHPOINTCAPITAL, LLC
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	62103397
Application Number:	62108936
Application Number:	62118378
Application Number:	62263250
Application Number:	14994362
Application Number:	14959354
Application Number:	15834727
Application Number:	16205968
Application Number:	16680467
Application Number:	15047666
Application Number:	16534857
Application Number:	15357197
PCT Number:	US1663063

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.

Phone: 8016770700

Email: dave@maywoodip.com
Correspondent Name: DAVID MEIBOS
Address Line 1: 6800 NORTH 2400 WEST
Address Line 4: AMALGA, UTAH 84335

ATTORNEY DOCKET NUMBER: IPP-0050-US16

NAME OF SUBMITTER: DAVID MEIBOS

SIGNATURE: /David Meibos/

DATE SIGNED: 02/14/2020

Total Attachments: 6

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is entered into and made effective this 21st day of November, 2019, by and between First Ray, LLC, a Delaware limited liability company (the “**Assignor**”) and SF Merger Corp., a Delaware corporation (the “**Assignee**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of November 21, 2019, between the Assignor, the Assignee and CRES Holdings, Inc., a Delaware corporation (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Purchase Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated by the Purchase Agreement in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers unto Assignee, its successors, legal representatives and assigns, all of Assignor’s rights and interests in and under any and all Patents included in the Intellectual Property Assets (hereinafter, collectively, the “**Assigned Patents**”), which are listed on Appendix A.

2. Assignor further sells, transfers, conveys, assigns and delivers unto Assignee, its successors, legal representatives and assigns all of Assignor’s rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Assigned Patents, including without limitation for past, present or future infringement, misappropriation, or other unauthorized use or misuse of any of the Assigned Patents, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation or unauthorized use or misuse of any of the Assigned Patents.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any official of any country in which the Assigned Patents are pending or issued whose duty it is to issue patents or other evidence or forms of industrial property protection on any applications described herein, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

4. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

5. Assignor, at Assignee’s expense, hereby agrees to prepare, execute and, if required under applicable Law, have notarized any further intellectual property assignments required to transfer the Assigned Patents to Assignee.

6. Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or

perfect Assignee's rights under this Assignment, including without limitation as required or contemplated by Section 5 hereof or by the Purchase Agreement, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns. Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Assignor.

7. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

8. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Assignor or Assignee

9. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

10. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor: First Ray, LLC

Signature: *T. Wade Fallin*

Typed T. Wade Fallin

Name:

Title: CEO and Manager

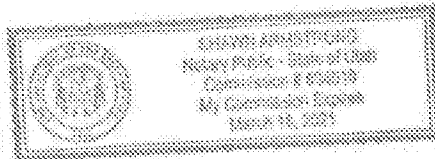
Address: 210 East 200 South
Hyde Park, UT 84318

Date:

State of Utah } SS.:
County of Salt Lake

On this 20 day of November, 2019, before me, Sharon Armstrong
Notary Public, personally appeared Thomas Wade Fallin, personally known 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/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Sharon Armstrong

HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee: SF Merger Corp.

Signature: _____

Typed Name: John H. Foster

Title: Chief Executive Officer

Address: c/o HealthpointCapital, LLC
505 Park Avenue, 17th Floor

Date: New York, New York 10017

State of New York }
County of New York } SS.:

On this 19th day of November, 2019, before me, Carol A. Cannizzo

Notary Public, personally appeared John H. Foster, personally known 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.

WITNESS my hand and official seal

Carol A. Cannizzo

CAROL A. CANNIZZO
Notary Public-State of New York
No. 01CA6173304
Qualified in Kings County
Commission Expires August 27, 2023

SIGNATURE PAGE
PATENT ASSIGNMENT

PATENT
REEL: 051819 FRAME: 0550

Appendix A
Assigned Patents

[See attached]

Product	Technology	Docket	App No	Date	Title	Status	Provisional				Non-provisional				Title	Status
							Docket	App No	Date	Title	Docket	App No	Date	Publication No		
OsteoPrecision	MTC Osteotomy / Fusion (Lapids)	IPP-0050-US28	62/103,397	1/14/15	Osteotomy Guide and Method	Expired	IPP-0050-US16	14/994,362	1/13/16	US2016023384A1	7/28/16	Opening And Closing Wedge Osteotomy Guide And Method	FOA 7/23/19			
						Expired	IPP-0050-US15	14/959,354	12/4/15	US2016023384A1	7/28/16	Freeform Tri-planar Osteotomy Guide and Method	US10,292,713 5/21/19			
SpeedButton	Flip Anchor for ligament reattachment	IPP-0050-US14	62/263,250	12/4/15	Devices and Methods for Anchoring Tissue	Expired	IPP-0050-US31	15/834,727	12/7/17			Freeform Tri-planar Osteotomy Guide and Method	Awaiting first CA			
						Expired	IPP-0050-US29	16/205,968	11/30/18	US20190099189A1	4/4/19	Freeform Tri-planar Osteotomy Guide and Method	US10,470,779 11/12/19			
OsteoPrecision	Proximal Tri-planar Osteotomy	IPP-0030-US6	62/118,378	2/19/15	Indexed Tri-planar Osteotomy Guide and Method	Expired	IPP-0050-US30	16/534,857	8/7/19	pending	pending	Indexed Tri-planar Osteotomy Guide and Method	Awaiting first CA			
						Expired	IPP-0050-US17	15/047,666	2/19/16	US20160242791A1	8/25/16	Indexed Tri-planar Osteotomy Guide and Method	10,376,268 8/13/19			
SpeedButton	Flip Anchor for ligament reattachment	IPP-0050-US14	62/263,250	12/4/15	Devices and Methods for Anchoring Tissue	Expired	IPP-0050-US25	15/357,197	11/21/16	US20170156717A1	6/8/17	Devices and Methods for Anchoring Tissue	International Stage			
						Expired	IPP-0050-WO03	PCT/US16/63063	11/21/16	WO2017095681A1	6/8/17	Devices for Anchoring Tissue	Awaiting first CA			
SpeedButton	Flip Anchor for ligament reattachment	IPP-0050-US14	62/263,250	12/4/15	Devices and Methods for Anchoring Tissue	Expired	IPP-0050-C03	3,005,616	11/21/16	pending	pending	Devices for Anchoring Tissue	Awaiting first CA			
						Expired	IPP-0050-EP03	1687,284.2	11/21/16	pending	pending	Devices for Anchoring Tissue	Awaiting first CA			
SpeedButton	Flip Anchor for ligament reattachment	IPP-0050-US14	62/263,250	12/4/15	Devices and Methods for Anchoring Tissue	Expired	IPP-0050-AU03	2016364969	11/21/16	pending	pending	Devices for Anchoring Tissue	Awaiting first CA			
						Expired	IPP-0050-AU03	2016364969	11/21/16	pending	pending	Devices for Anchoring Tissue	Awaiting first CA			

LEGEND	
Statement of Use	SOU
Notice of Allowance	NOA
Non Final Office Action	NFOA
Office Action Response	OAR
Response to Restriction Requirement	RRR