

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5964053

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

CONVEYING PARTY DATA

Name	Execution Date
MORTISE MEDICAL, 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:	62358231
Application Number:	62425560
Application Number:	62456217
Application Number:	62458975
Application Number:	15641573
Application Number:	15641592
Application Number:	16545371
Application Number:	15641618
Application Number:	15642053
Application Number:	15641600
PCT Number:	US2017064173
PCT Number:	US2017064178
Application Number:	16545444

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-0053-US05

NAME OF SUBMITTER: DAVID MEIBOS

SIGNATURE: /David Meibos/

DATE SIGNED: 02/14/2020

Total Attachments: 7

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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 Mortise Medical, 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: Mortise Medical, 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*

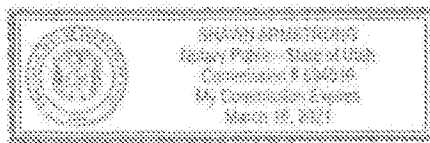
County of *Salt Lake*

} SS.:

On this *20th* day of *November*, 2019, before me, *Sharon Kinsler*

Notary Public, personally appeared *T. 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.

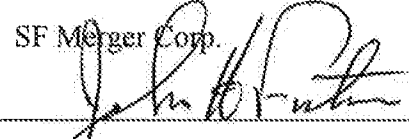
WITNESS my hand and official seal



Sharon Kinsler

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

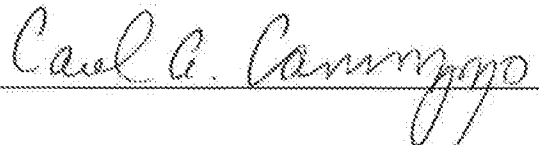
Date: New York, New York 10017

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

SIGNATURE PAGE
PATENT ASSIGNMENT

PATENT
REEL: 051820 FRAME: 0049

Appendix A
Assigned Patents

[See attached]

Provisional						Non-provisional								
Technology	Docket	App No	Date	Title	Status	Surgical Frontiers Docket	Sheridan Law Docket	App No	Date	Publication No	Date	Title	Status	
Intra Joint Stabilization	IPP-0053-US01	62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired									
	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired	IPP-0053-US05	81243.0001	15/641,573	7/5/17	US20180008255A1	1/11/18	Intra Joint Stabilization Construct	RRR 7/9/19	
	IPP-0053-US03	64/456,217	02/08/17	Plate and Long Construct	Expired									
	IPP-0053-US04	62,458,975	02/04/17	Plate Fracture Repair	Expired									
	IPP-0053-US01	62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired									
	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired	IPP-0053-US06	81243.0002	15/641,592	7/5/17	US20180008256A1	1/11/18	Intra Joint Stabilization Construct	US10,426,469 10/1/2019	
	IPP-0053-US04	62,458,975	02/04/17	Plate Fracture Repair	Expired									
	IPP-0053-US01	62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired									
	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired	IPP-0053-US10 (IPP-0053-US06 CON1)	81243.0002.02	16/545,371	8/20/19	pending	pending	pending	Extra Joint Stabilization Construct	Awaiting first OA
	IPP-0053-US04	62,458,975	02/04/17	Plate Fracture Repair	Expired									
	IPP-0053-US01	62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired	IPP-0053-WO06	81243.0002.WO	PCT/US2017/064178	12/1/17	WO2019108224A1	6/9/19	Extra Joint Stabilization Construct	Awaiting first OA	
	Multiple Suture Threader	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired								
IPP-0053-US04		62,458,975	02/04/17	Plate Fracture Repair	Expired									
IPP-0053-US01		62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired	IPP-0053-US08	81243.0004	15/641,618	7/5/17	US20180008258A1	1/11/18	Multiple Suture Threader and Methods of Use	NFOA 7/11/19	
IPP-0053-US02		62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired	IPP-0053-US09	81243.0005	15/642,053	7/5/17	US20180008330A1	1/11/18	Compression Instruments and Methods of Use To Reinforce Ligaments	US10,426,460 10/1/2019	
IPP-0053-US04		62,458,975	02/04/17	Plate Fracture Repair	Expired									
IPP-0053-US01		62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired									
Compression Instrumentation	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired	IPP-0053-US11 (IPP-0053-US09 CON1)	pending	pending	pending	pending	pending	Compression Instruments and Methods of Use To Reinforce Ligaments	application in process	
	IPP-0053-US04	62,458,975	02/04/17	Plate Fracture Repair	Expired									
	IPP-0053-US01	62/458,231	07/09/16	Artic Reinforcement Devices and Methods	Expired									
	IPP-0053-US02	62/425,560	11/22/16	Ligament Reinforcement Devices and Methods	Expired									
Non-circular* brace	IPP-0053-US01	see above	see above	see above	see above	IPP-0053-US07	81243.0003	15/641,600	7/9/17	US20180008286A1	1/11/18	Non-circular* brace an methods of use	Abandoned 8/7/19	
	IPP-0053-US02	see above	see above	see above	see above									
	IPP-0053-US03	see above	see above	see above	see above									
	IPP-0053-US04	see above	see above	see above	see above									

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

PATENT

REEL: 051820 FRAME: 0052

RECORDED: 02/14/2020