## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5968217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/13/2019		

#### **CONVEYING PARTY DATA**

Name	Execution Date	
INTRAFUSE, LLC	12/16/2019	

#### **RECEIVING PARTY DATA**

Name:	CONVENTUS ORTHOPAEDICS, INC.		
Street Address:	10200 73RD AVENUE NORTH		
Internal Address:	SUITE 122		
City:	MAPLE GROVE		
State/Country:	MINNESOTA		
Postal Code:	55369		

### **PROPERTY NUMBERS Total: 13**

Property Type	Number
Application Number:	62191904
Application Number:	62238780
Application Number:	62268828
Application Number:	62266009
Application Number:	15197879
Application Number:	15285608
Application Number:	15354571
Application Number:	16680471
Application Number:	15354634
PCT Number:	US1641162
Application Number:	15382357
Application Number:	16680472
Application Number:	15366445

#### **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

PATENT REEL: 051846 FRAME: 0473

505921499

**Email:** dave@maywoodip.com

Correspondent Name: DAVID MEIBOS

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ATTORNEY DOCKET NUMBER:	IPP-0052-US11
NAME OF SUBMITTER:	DAVID MEIBOS
SIGNATURE:	/David Meibos/
DATE SIGNED:	02/18/2020

### **Total Attachments: 6**

source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page1.tif source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page2.tif source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page3.tif source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page4.tif source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page5.tif source=Conventus IntraFuse - Patent Assignment Agreement EXECUTED#page6.tif

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Patent Assignment"), dated as of December 13, 2019, is entered into between IntraFuse, LLC, a Delaware limited liability company ("Assignor") and Conventus Orthopaedics, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement entered into as of the date hereof (the "**Agreement**"), pursuant to which Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor, all right, title, and interest in and to the patents and patent applications identified on the attached Exhibit C (the "**Patents**"); and

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's rights in the Patents, including the applications identified on Exhibit C.

**NOW, THEREFORE**, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Assignment of Patents. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all rights, title, and interest in and to the Patents and patent applications identified on the attached Exhibit C, together with all related inventions, processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof; all applications, provisional and non-provisional, to which the Patents claim priority, and divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto; any reexamination and reissue applications thereof; the right to claim priority to the filing date of applications for the Patents; 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 filed or lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and in and to 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 filed or 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. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
- 2. <u>Counterparts.</u> This Patent Assignment may be signed in counterparts, which together shall constitute one agreement. If this Patent Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Patent Assignment.

**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 any original, provisional, non-provisional, continuation, continuation-in-part, continuing prosecution, divisional, renewal, reissue, reexamined or extended patent applications and 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;

[SIGNATURE PAGES FOLLOW]

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

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

INTRAFUSE, LLC

Bv:

Name: T. Wade Fallin

Title: CEO and Manager

STATE OF <u>Utah</u>

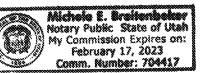
SS.

COUNTY OF Salt Lake

Subscribed and sworn to before me, a Notary Public, this 16 day of December, 2019.

Muchele E. Brestenbaker

Notary Public



## EXHIBIT C INTRAFUSE IP

Provisional					
Docket	App. No.	Date	Title	Status	
IPP-0052-US01 IPP-0052-US02	62/191,904 62/238,780	7/13/2015 10/8/2015	Flexible Bone Screw Flexible Bone Screw	Expired Expired	
IPP-0052-US04	62/268,828	12/17/15	Method of Bone Fixation	Expired	
IPP-0052-US03	62/266,009	12/11/15	Flexible Tap	Expired	

# **EXHIBIT C** (continued)

Non-provisional						
Docket	App. No.	Date	Pub. No.	Date	Title	Status
IPP-0052-US05	15/197,879	6/30/16	US20170014170	1/19/17	Flexible Bone Screw	US10,485,595 11/26/2019
IPP-0052-US06 (CIP of US05)	15/285,608	10/5/16	US20170056077	3/2/17	Flexible Bone Screw (CIP of IPP-0052-US05)	US10,154,863 12/18/2018
IPP-0052-US07 (US06 CON)	15/354,571	11/17/16	US20170079698	3/23/17	Flexible Bone Implant	10,492,838 12/03/19
IPP-0052-US11 (US07 CON)	16/680,471	11/11/19	pending	pending	Flexible Bone Implant	Awaiting first OA
IPP-0052-US08 (CIP of US06)	15/354,634	11/17/16	US20170079699	3/23/17	Flexible Bone Implant (CIP of IPP-0052-US06)	US10,136,929 11/27/2018
IPP-0052-WO01	PCT/US16/41162	7/6/16	2017/011244A1	1/19/17	Flexible Bone Screw	International stage
IPP-0052-JP01	2018-521471	7/6/16	pending	pending	Flexible Bone Screw	Request for Examination 7/6/19
IPP-0052-CA01	2,991,756	7/6/16	pending	pending	Flexible Bone Screw	Awaiting first OA
IPP-0052-EP01	16824907.6	7/6/16	pending	pending	Flexible Bone Screw	Awaiting first OA
IPP-0052-AU01	2016294319	7/6/16	pending	pending	Flexible Bone Screw	Awaiting first OA
IPP-0052-US10 (CIP of US08 and US09)	15/382,357	12/16/16	US20170112552	4/27/17	Method of Bone Fixation	NOA 7/31/19
IPP-0052-US12 (US10 CON)	16/680,472	11/11/19	pending	pending	Method of Bone Fixation	application in process
IPP-0052-US09	15/366,445	12/1/16	US20170164954	6/15/17	Flexible Tap	OAR filed 7/1/19

Legend:

FOA = first office action

**RECORDED: 02/18/2020** 

NOA = notice of allowance

OA = office action

OAR = office action response