

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6237293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPINESMITH LLC	04/11/2018
RECEIVING PARTY DATA	
Name:	HAPPE SPINE LLC
Street Address:	220 LYON STREET, NW
Internal Address:	SUITE 500
City:	GRAND RAPIDS
State/Country:	MICHIGAN
Postal Code:	49503
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14078614
CORRESPONDENCE DATA	
Fax Number:	
<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:	7172328000
Email:	csouthard@mcneeslaw.com
Correspondent Name:	CAITLIN SOUTHARD
Address Line 1:	100 PINE STREET
Address Line 2:	PO BOX 1166
Address Line 4:	HARRISBURG, PENNSYLVANIA 17108
ATTORNEY DOCKET NUMBER:	36501-0002
NAME OF SUBMITTER:	CAITLIN SOUTHARD
SIGNATURE:	/CAITLIN SOUTHARD/
DATE SIGNED:	08/06/2020
Total Attachments: 3	
source=UPDATED HAPPE Spine, LLC Founder_s Technology Assignment Agreement(27040452_5) (A7610532-3)_RKR#page1.tif	
source=UPDATED HAPPE Spine, LLC Founder_s Technology Assignment Agreement(27040452_5) (A7610532-3)_RKR#page2.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “*Assignment*”) is made effective as of the 11th day of April, 2018 by and among HAPPE SPINE, LLC, a Michigan limited liability company (the “*Company*”), and Spinesmith LLC, a corporation with address P.O. Box 578, Granger, Indiana 46530 (“*Assignor*”).

BACKGROUND

Assignor and the Company are parties to a Technology Assignment Agreement dated as of April 11, 2018 (the “*Assignment Agreement*”), pursuant to which Assignor has agreed to contribute to the Company in exchange for the consideration set forth in the Assignment Agreement (the “*Assignment Consideration*”) all of Assignor’s worldwide right, title and interest in, to and under the Assigned Intellectual Property, as defined below:

U.S. Patent No. 7,758,882;

United States Patent Application entitled POROUS COMPOSITE BIOMATERIALS AND RELATED METHODS, filed on November 13, 2013 as U.S. Patent Application No. 14/078,614;

PCT Patent Application entitled POROUS COMPOSITE BIOMATERIALS AND RELATED METHODS, filed on 01/31/2001 as PCT Patent Application No. PCT/US01/03219;

Pursuant to the Assignment Agreement, Assignor has agreed to execute such instruments as the Company may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to the Company and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Company of the Assigned Intellectual Property. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Assignment Agreement.

THEREFORE, Assignor, for and in exchange for the Assignment Consideration as set forth in the Assignment Agreement, the receipt of which is hereby acknowledged, does hereby agree as follows:

1. ASSIGNMENT. Assignor hereby transfers and assigns to the Company, and the Company hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Assigned Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby; all United States and foreign patent applications resulting therefrom; all U.S. and foreign patents issued from the Assigned Intellectual Property and from divisionals and continuations of the Assigned Intellectual Property, all rights to sue for infringement of the Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Assignment; and any and all resulting patents and renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the

Company, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. COOPERATION. Assignor agrees to perform any and all acts deemed necessary or desirable by the Company to permit and assist it, at Assignor's expense, in further evidencing and perfecting the assignments made to the Company under this Assignment and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with the Assigned Intellectual Property in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Assignor's agents and attorney-in-fact, coupled with an interest, to act for and on Assignor's behalf and in Assignor's place and stead, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Assignment including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, filing with the FDA, copyright applications and registrations, trademark applications and registrations or other rights in connection with the Assigned Intellectual Property with the same legal force and effect as if executed by Assignor.


3. GOVERNING LAW. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to the principles of conflicts of laws thereof.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property effective as of the date first set forth above.

ASSIGNOR:

SPINESMITH LLC

By: 
Name: RYAN ROEDER, PHD
Title: Spinesmith LLC Managing Member

THE COMPANY:

HAPPE SPINE, LLC

By: _____
Name:
Title: