

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6315351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STATERA SPINE, INC.	07/31/2020

RECEIVING PARTY DATA

Name:	WENZEL SPINE, INC.
Street Address:	1130 RUTHERFORD, SUITE 200
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78753

PROPERTY NUMBERS Total: 35

Property Type	Number
Application Number:	61245984
Application Number:	13497386
Application Number:	14828077
Application Number:	15007508
Application Number:	15409856
Application Number:	61249681
Application Number:	61390225
Application Number:	61380080
Application Number:	61422283
Application Number:	61444265
Application Number:	61451548
Application Number:	61453236
Application Number:	61454601
Application Number:	61499272
Application Number:	13882022
Application Number:	14874813
Application Number:	15295402
Application Number:	15729409
Application Number:	16250629
Application Number:	16820890

PATENT

Property Type	Number
Application Number:	62171861
Application Number:	62187930
Application Number:	62268138
Application Number:	15169281
Application Number:	16562567
Application Number:	62406703
Application Number:	62424690
Application Number:	15728854
Application Number:	62475704
Application Number:	62571433
Application Number:	16150453
Application Number:	62844805
Application Number:	63022639
Application Number:	62477621
Application Number:	62674137

CORRESPONDENCE DATA

Fax Number: (415)227-0770

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: (415)227-2554

Email: ipdocket@buchalter.com, coregan@buchalter.com

Correspondent Name: CECILY O'REGAN / BUCHALTER

Address Line 1: 55 SECOND STREET, 17TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	W3469.2000
NAME OF SUBMITTER:	CECILY ANNE O'REGAN
SIGNATURE:	/cecily o'regan/
DATE SIGNED:	09/24/2020

Total Attachments: 7

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “*Assignment*”) is made as of the 31st day of July, 2020, from Statera Spine, Inc., a Delaware corporation (“*Assignor*”), to Wenzel Spine, Inc., a Delaware corporation (“*Assignee*”).

RECITALS

WHEREAS, Assignor, with its principal place of business at 7701 N. Lamar, Suite 100, Austin, Texas 78752, is the owner of the patent applications and patents set forth on **Exhibit A** hereto (collectively, the “*Patents*”);

WHEREAS, Assignee, with a principal place of business at 1130 Rutherford Lane, Suite 200, Austin, Texas 78753, desires to acquire the entire right, title and interest of Assignor in and to the Patents in accordance with the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee dated on or about the date hereof (the “*Purchase Agreement*”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the consideration set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment.

(a) Assignment of Patents. Assignor does hereby sell, assign, transfer, convey, deliver and set over to Assignee any and all interest that Assignor may own in the inventions, patent applications and patents aforesaid described in, covered by, included in, or otherwise comprising the Patents, for the United States and all foreign countries, and any reexamination and reissue or reissues of said Patents already granted and which may be granted on said applications, and any divisional, continuation and continuation-in-part applications claiming priority from the aforesaid applications, together with all additions thereto, substitutions therefor and modifications thereof, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made; together with all claims for damages by reason of past infringement of said Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

(b) Further Actions. Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on applications as described above, to issue any and all letters patents of the United States or such foreign jurisdiction on said inventions or resulting from said applications or any divisional, continuation, continuation-in-part, reexamination and reissue applications thereof to Assignee of the entire interest therein. Assignor hereby covenants agrees that it shall, without any additional consideration, communicate with Assignee and its successors and assigns, any facts known to it respecting the inventions, and testify, or have inventors testify (to the extent it retains authority over inventors), in any legal proceeding, sign all lawful papers when called upon to do so to execute and deliver any and all papers that may be necessary or desirable to perfect the title of the aforesaid Patents in Assignee, its successors and assigns, throughout the world, execute, or have inventors (to the extent it retains authority over inventors) execute, all divisional, continuation, continuation-in-part, reexamination and reissue applications, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to prosecute, obtain and enforce proper patent protection for the Patents and related inventions in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

2. Miscellaneous.

(a) Conflict of Terms. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the representations, warranties, covenants, agreements, indemnities or other terms of the Purchase Agreement.

(b) Modifications; Headings. No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(c) Severability. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor and the Assignee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

(d) Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles.


(e) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

STATERA SPINE, INC.

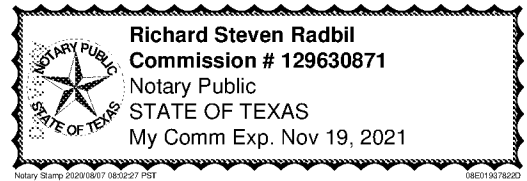
By: 
Name: Scott Way
Title: President and Chief Operating Officer

State of Texas
County of Travis

On this 7th day of August, in the year 2020, before me, Richard Steven Radbil a notary public, personally appeared Scott Way, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.


Signed on 2020/08/07 08:02:27 -000

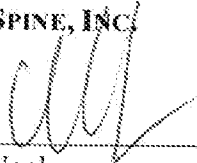
My commission expires: November 19, 2021



2020/08/07 08:02:27 -0000 ... 2020/08/07 08:02:27 -0000 ... Heron's Secretary

ASSIGNEE:

WENZEL SPINE, INC

By: 
Chad Neely
President and Chief Executive Officer

State of Texas
County of Travis

On this 3 day of August, in the year 2020, before me Kristin Merritt, a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.


Notary Public

My commission expires: 12-08-2021

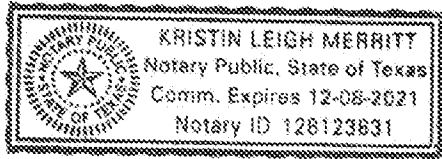


EXHIBIT A

Country	Appln #	Filed	Pub #	Patent #	Issued	Status
US	61/245,984	9/25/2009				Expired
WO	PCT/US10/502 10	9/24/2010	2011038236			Expired
US	13/497,386	7/9/2012	20120321168	9138163	9/22/2015	Issued
US	14/828,077	8/17/2015	20150351667	9277879	3/8/2016	Issued
US	15/007,508	1/27/2016	20160135753	9554752	1/31/2017	Issued
US	15/409,856	1/19/2017	20170128026			Abandoned
US	61/249,681	10/8/2009				Expired
US	61/390,225	10/6/2010				Expired
US	61/380,080	9/30/2010				Expired
US	61/422,283	12/13/2010				Expired
US	61/444,265	2/18/2011				Expired
US	61/451,548	3/10/2011				Expired
US	61/453,236	3/16/2011				Expired
US	61/454,601	3/21/2011				Expired
US	61/499,272	6/21/2011				Expired
WO	PCT/US11/644 04	12/12/2011	2012082615			Expired
US	13/882,022	7/16/2013	20130307955			Abandoned
AU	2011344107	12/12/2011	2011344107			Abandoned
CA	2821110	12/12/2011	2821110			Abandoned
EP	11849589.4	6/18/2013	2651295			Abandoned

Country	Appln #	Filed	Pub #	Patent #	Issued	Status
US	14/874,813	10/5/2015	201600028998	9491415	11/8/2016	Issued
EP	16169781.8	5/16/2016	3150113			Abandoned
US	15/295,402	10/17/2016	20170132789			Abandoned
AU	2016250490	10/28/2016	2016250490			Abandoned
US	15/729,409	10/10/2017	20180122075			Abandoned
US	16/250,629	1/17/2019	20190156482			Abandoned
EP	19198019.2	9/18/2019	3649937			Published
US	16/820,890	3/17/2020				Pending
US	62/171,861	6/5/2015				Expired
US	62/187,930	7/2/2015				Expired
US	62/268,138	12/16/2015				Expired
US	15/169,281	5/31/2016	20160354161			Abandoned
WO	PCT/US2016/035177	6/1/2016	2016196566			Expired
AU	2016270714	11/16/2017	2016270714			Abandoned
EP	16804287.7	12/15/2017	3302332			Published
US	16/562,567	9/6/2019	20200085507			Published
US	62/406,703	10/11/2016				Expired
US	62/424,690	11/21/2016				Expired
US	15/728,854	10/10/2017	20180098715			Published
WO	PCT/US2017/056074	10/11/2017	2018071496			Expired
US	62/475,704	3/23/2017				Expired

Country	Appln #	Filed	Pub #	Patent #	Issued	Status
US	62/571,433	10/12/2017				Expired
US	16/150,453	10/3/2018				Abandoned
US	62/844,805	5/8/2019				Expired
US	63/022,639	5/11/2020				Pending
US	62/477,621	3/28/2017				Expired
US	62/674,137	5/21/2018				Expired

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