# 506294013 10/08/2020 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6340761

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSET PURCHASE AGREEMENT		
CONVEYING PARTY I	DATA			
		Name		Execution Date
RENOVIS SURGICAL	TECHNOLOG	IES, INC.		03/01/2019
RECEIVING PARTY D	ΑΤΑ			
Name:	KYOCERA	MEDICAL TECHNOLOGIES, IN	NC.	
Street Address:	1200 CALI	FORNIA STREET		
Internal Address:	SUITE 210			
City:	REDLAND	S		
State/Country:	CALIFORN	IA		
Postal Code:	92374			
		Number		
Property Type		39508		
Application Number:				
Application Number:14501450				
Application Number:		06978		
Application Number:		22082		
Application Number:		28934		
Application Number:	150	44499		
CORRESPONDENCE	ΠΔΤΔ			
Fax Number:		1)366-9744		
	be sent to the	e e-mail address first; if that is		
<i>using a fax number, i</i> Phone:	•	that is unsuccessful, it will be	sent via US N	fail.
Pnone: Email:		-790-3600 ssafiume@worldpatents.com		
		VENTS BERNARD WALKER		
Address Line 1:		CAMERON VALLEY PKWY		
Address Line 2:	SUITE 350			
Address Line 4:		CHARLOTTE, NORTH CAROLINA 28211		
TTORNEY DOCKET N	NUMBER:	KYOCERA ASSET AGREEM	ENT	
AME OF SUBMITTER	:	CHRISTOPHER L. BERNARI	D	
GIGNATURE:		/Christopher L. Bernard/		
DATE SIGNED:		10/08/2020		

### **Total Attachments: 9**

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### Coversheet

**Asset Purchase Agreement** 

From (Assignor): Renovis Surgical Technologies, Inc.

To (Assignee): Kyocera Medical Technologies, Inc.

**Date:** October 8, 2020

Docket Number/Application Number/Corresponding Patent Number

<u>5752</u>
14339508
10,765,530
<u>5776</u>
14504509
10,154,913
<u>5941</u>
14806978
9,801,735
<u>6119</u>
14822082
9,877,766
<u>6120</u>
14828934
9,907,589
<u>6201</u>
15044499
10,561,456

#### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Rights Assignment (this "<u>Assignment</u>"), made this 1st day of March, 2019, is by and between Renovis Surgical Technologies, Inc., a California corporation ("<u>Assignor</u>"), and Kyocera Medical Technologies, Inc., a California corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain 'Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including Seller Owned IP Rights (as such term is defined in the Purchase Agreement);

WHEREAS, the Seller Owned IP Rights includes the patents and patent applications and registrations identified on the attached <u>Schedule A</u> (the "<u>Assigned Patents</u>"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire Seller Owned IP Rights from Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Seller Owned IP Rights (as such term is defined in the Purchase Agreement)) ("<u>Assigned Intellectual Property</u>"), as of the Closing (as such term is defined in the Purchase Agreement), including, without limitation the Seller Owned Patents and all intellectual property rights therein, including all common-law rights therein, rights provided by international conventions and treaties, and all registrations and applications therefor identified on <u>Schedule A</u>. Assignor further assigns to Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Assigned Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Assigned Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Assigned Intellectual Property.

From time to time after the Closing, at Assignee's reasonable request, Assignor will execute and deliver such other instruments of sale, transfer, conveyance, and assignment, and provide such materials and information and take such other actions as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee all of the Assigned Intellectual Property and Assignor shall not enter into any agreement in conflict with this Assignment.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

#### ASSIGNEE:

## KYOCERA MEDICAL TECHNOLOGIES, INC.

By: <u>Chl. U. C.L.</u> Name: Theodore D. Engebretern Title: CEU

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

CED

Title:

**ASSIGNOR:** RENOVIS SURGICAL TECHNOLOGIES, INC. in B∜: Steinmann nda  $(\cdot, [$ Name:

[Signature Page to Intellectual Property Assignment]

## SCHEDULE A

## **Assigned Patents**

## Patents

Title	Inventors	Application No./ Patent No.	Filing / Issue Date	Jurisdiction
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	14/339,508	7/24/2014	United States
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	2014293089	7/24/2014	Australia
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	201480052652.8	7/24/2014	China P.R.
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	14829809.4	7/24/2014	European Patent Convention
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	2016-530045	7/24/2014	Japan
POROUS ALIF IMPLANT	John Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley	61/857,824 (Inactive)	7/24/2013	United States

SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES	John C. Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	PCT/US14/47940	7/24/2014	Patent Cooperation Treaty
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES AND A LOCKING PLATE	John C. Steinmann Scott Rucker John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	14/504,509	10/2/2014	United States
SURGICAL IMPLANT DEVICE INCORPORATING POROUS SURFACES AND LOCKING PLATE	John C. Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	2014329595	10/2/2014	Australia
SURGICAL IMPLANT DEVICES INCORPORATING POROUS SURFACES AND A LOCKING PLATE	John C. Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	2017219021	10/2/2014	Australia
SURGICAL IMPLANT DEVICE INCORPORATING POROUS SURFACES AND LOCKING PLATE	John C. Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	14850170.3	10/2/2014	European Patent Convention
POROUS ANTERIOR LUMBAR INTERBODY FUSION CAGE INCLUDING A LOCKING COVER PLATE	John C. Steinmann Scott Rucker Tim Rasmussen John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese	61/885,778	10/2/2013	United States
SURGICAL IMPLANT DEVICE INCORPORATING	John C. Steinmann Scott Rucker Tim Rasmussen	PCT/US14/58759	10/2/2014	Patent Cooperation Treaty

POROUS SURFACES AND LOCKING PLATE	John P. Steinmann Trace Cawley Thomas Ross Ernesto Rios Andrew Olcese			
METHOD AND DEVICE FOR ANTERIOR LUMBAR INTERBODY FUSION USING A NOVEL DISTRACTION TOOL	Neville Alleyne	Inactive	Inactive	United States
METHOD AND DEVICE FOR ANTERIOR LUMBAR INTERBODY FUSION USING A NOVEL DISTRACTION TOOL	Neville Alleyne	62/148,208	4/16/2015	United States
METHOD AND DEVICE FOR ANTERIOR LUMBAR INTERBODY FUSION USING A NOVEL DISTRACTION TOOL	Neville Alleyne	61/980,193	4/16/2014	United States
A METHOD AND DEVICE FOR ANTERIOR LUMBAR INTERBODY FUSION USING A NOVEL DISTRACTION TOOL	Neville Alleyne	62/322,300	4/14/2016	United States
MODULAR SURGICAL TOOL ASSEMBLY	Gary W. Klepac	9,801,735	10/31/2017	United States
MODULAR SURGICAL TOOL	Gary W. Klepac	62/028,063	7/23/2014	United States
CERVICAL CAGE	-	Inactive	Inactive	United States

POROUS METAL CAGE DESIGNS		Inactive	Inactive	United States
POROUS METAL BONE SCREW		Inactive	Inactive	United States
SPLIT HEXALOBE DRIVER DEVICE FOR USE IN SURGICAL PROCEDURES	Thomas Ross	9,877,766	1/30/2018	United States
SURGICAL PLATE DEVICE INCORPORATING A SCREW LOCKING MECHANISM	Thomas Ross Charles W. Mumme John C. Steinmann John P. Steinmann Trace R. Cawley	9,907,589	3/6/2018	United States
BONE SCREW FORMED BY ADDITIVE MANUFACTURING TECHNIQUE	Trace Cawley Thomas Ross	15/044,499	2/16/2016	United States