

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6430166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS J. ERRICO	11/03/2020
PETER NEWTON	02/15/2020
HARRY SHUFFLEBARGER	02/12/2020
LARRY E. MCCLINTOCK	02/07/2020
RECEIVING PARTY DATA	
Name:	K2M, INC.
Street Address:	600 HOPE PARKWAY SE
City:	LEESBURG
State/Country:	VIRGINIA
Postal Code:	20175
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16498722
CORRESPONDENCE DATA	
Fax Number:	(908)654-7866
<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:	(908) 654-5000
Email:	assignment@lernerdavid.com
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP
Address Line 1:	20 COMMERCE DR.
Address Line 4:	CRANFORD, NEW JERSEY 07016
ATTORNEY DOCKET NUMBER:	SPINE 3.3F-1000
NAME OF SUBMITTER:	KATHLEEN REYNOLDS
SIGNATURE:	/Kathleen Reynolds/
DATE SIGNED:	12/03/2020
Total Attachments: 4	
source=Complete Inventor Assignment to K2M#page1.tif	
source=Complete Inventor Assignment to K2M#page2.tif	
source=Complete Inventor Assignment to K2M#page3.tif	

**COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION (37 CFR 1.63) USING
AN APPLICATION DATA SHEET**

Attorney, Counsel or
SPINE 3 3F-1000

Title of the Invention (Invention)
Modular Offset Screw

Legal Name of Inventor/Assignor
(Inventor/Assignor)
Thomas J. Emico

Assignee (Assignee)
K2M, Inc., incorporated in Leesburg, Virginia, and having a place of business at 600 Hope
Parkway SE, Leesburg, Virginia 20175, United States

DECLARATION

As named inventor, I hereby declare that

this declaration is directed to

☐ The attached Application

OR

☒ United States Application Number or PCT International Application Number 15/498,722

filed on September 27, 2019

(i) the above identified Application was made or authorized to be made by me

(ii) I believe I am the original inventor or an original joint inventor of a claimed invention in the above identified Application; and

(iii) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the entire right, title and interest in the Invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys over to Assignee, and Assignee hereby accepts, the entire right, title and interest, for the United States of America and all other countries, in and to the Invention and the Application and all original, divisional, continuation, continuation in part, substitute or residue applications and patents applied for or granted therefor in the United States of America and all other countries for the Invention, including without limitation all applications and patents for the Invention claiming priority or benefit of the Application pursuant to any law or treaty, and all rights under any International Conventions for the Protection of Intellectual Property, including the Paris Convention and the European Patent Convention and the corresponding rights to claim benefit from the priority of such applications and including all claims for damages by reason of past infringement with the right to sue for and collect the same for its own use and the use of its successors, assigns and legal representatives, and including the right to claim such priority or benefit, and the Commissioner of Patents and Trademarks and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents are hereby authorized and requested to issue all patents on said improvements or resulting therefrom to Assignee, as assignee of the entire interest therein, and the Assignor does hereby agree and covenant without further remuneration to execute and deliver all original, divisional, continuation, continuation in part, residue and other applications for Letters Patent on the Invention and all assignments thereof to Assignee or its assigns, to communicate to Assignee or its representatives all facts known to the undersigned respecting the Invention, whenever requested, to testify in any interferences or other legal proceedings in which the Application and any related applications or patents may become involved, to sign all lawful papers, make all rightful claims, and to do generally everything necessary to aid Assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by Assignor.

I, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/478,699 & 62/478,699, filed March 30, 2017 & March 30, 2017 ("Provisional(s)"), and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit of the Provisional(s) pursuant to any law or treaty in the countries of the world.

Assignor does hereby authorize the attorneys of Assignee and their assigns to insert on this Assignment the filing date and application number of said Application when known. We hereby also declare that we agree that the Assignee may take steps for recordal of the Assignment in the name of the Assignor.

WARNING: According to 37 C.F.R. 1.63 (c), "[a] person may not execute an oath or declaration unless the person has reviewed and understands the contents of the application, including claims and is aware of the duty to disclose to the Office all information known to be material to patentability as defined in 1.56."

ASSIGNOR

By: Thomas Emico

Printed: Thomas Emico

Title: Inventor

Date: 11/3/20

WITNESS

By: Eduardo Hernandez

Printed: Eduardo Hernandez

Title: Adm Asst

Date: 11/3/20

ASSIGNEE

By: Joel E. Millets

Printed: JOEL E. MILLETS

Title: IP AGENT

Date: 24 November 2020

WITNESS

By: Laura J. Millets

Printed: Laura J. Millets

Title: Witness

Date: 11/24/2020

COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION (37 CFR 1.63) USING
AN APPLICATION DATA SHEET

Attorney Docket No. SPINE 3.3F-1000.
Title of the Invention ("Invention") Modular Offset Screw
Legal Name of Inventor/Assignor ("Inventor/Assignor") Peter Newton
Assignee ("Assignee") K2M, Inc., incorporated in Leesburg, Virginia, and having a place of business at 600 Hope Parkway SE; Leesburg, Virginia 20176, United States

DECLARATION

As named inventor, I hereby declare that:
(i) this declaration is directed to:

☐ The attached Application

OR

☒ United States Application Number or PCT International Application Number 16/496,722
filed on September 27, 2019

(ii) the above-identified Application is/was made or authorized to be made by me;

(iii) I believe I am the original inventor or an original joint inventor of a claimed invention in the above-identified Application; and

(iv) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the entire right, title, and interest to the invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, the entire right, title and interest, for the United States of America and all other countries, in and to the invention and the Application and all original, divisional, continuation, continuation-in-part, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries for the invention, including without limitation all applications and patents for the invention claiming priority or benefit of the Application pursuant to any law or treaty, and all rights under any International Conventions for the Protection of Intellectual Property, including the Paris Convention and the European Patent Convention and the corresponding rights to claim benefit from the priority of such applications and including all claims for damages by reason of past infringement with the right to sue for and collect the same for its own use and the use of its successors, assigns and legal representatives, and including the right to claim such priority or benefit, and the Commissioner of Patents and Trademarks and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents are hereby authorized and requested to issue all patents on said improvements or resulting therefrom to Assignee, as assignee of the entire interest therein; and the Assignor does hereby agree and covenant without further remuneration, to execute and deliver all original, divisional, continuation, continuation-in-part, reissue and other applications for Letters Patent on the invention and all assignments thereof to Assignee or its assigns, to communicate to Assignee or its representatives all facts known to the undersigned respecting the invention, whenever requested, to testify in any interferences or other legal proceedings in which the Application and any related applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid Assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by Assignee.

I, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/478,686 & 62/478,688, filed March 30, 2017 & March 30, 2017 ("Provisional(s)"), and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit of the Provisional(s) pursuant to any law or treaty in the countries of the world.

Assignor does hereby authorize the attorneys of Assignee and their assigns to insert on this Assignment the filing date and application number of said Application when known. We hereby also declare that we agree that the Assignee may take steps for recordal of this Assignment in the sole name of the Assignee.

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ASSIGNOR

By: Peter Newton
Printed: PETER NEWTON
Title: _____
Date: Feb 15, 2020

STATE OF California

COUNTY OF San Diego

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On Feb 14, 2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Nimisha J. Amin
NOTARY PUBLIC
Residing at La Jolla

My Commission Expires: _____

ASSIGNEE

By: William E. Berry
Printed: William E. Berry
Title: Vice President, Corporate Controller
Date: 10/26/2020

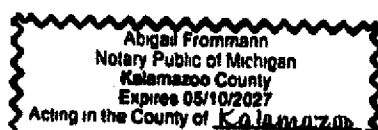
STATE OF Michigan

COUNTY OF Kalamazoo

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On 10/26/2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Abigail Frommann
NOTARY PUBLIC
Residing at Kalamazoo County

My Commission Expires: 5/10/2027



COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION (37 CFR 1.63) USING
AN APPLICATION DATA SHEET

Attorney, Docket No. SPINE 3.3F-1000
Title of the invention ("invention") Modular Offset Screw
Legal Name of Inventor/Assignor ("Inventor/Assignor") Harry Shufflebarger
Assignee ("Assignee") K2M, Inc., incorporated in Leesburg, Virginia, and having a place of business at 600 Hope Parkway SE; Leesburg, Virginia 20175, United States

DECLARATION

As named inventor, I hereby declare that:

(i) this declaration is directed to:

☐ The attached Application

OR

☒ United States Application Number or PCT International Application Number 16/498,722
filed on September 27, 2019

(ii) the above-identified Application was made or authorized to be made by me;

(iii) I believe I am the original inventor or an original joint inventor of a claimed invention in the above-identified Application; and

(iv) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the entire right, title, and interest to the invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, the entire right, title and interest, for the United States of America and all other countries, in and to the invention and the Application and all original, divisional, continuation, continuation-in-part, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries for the invention, including without limitation all applications and patents for the invention claiming priority or benefit of the Application pursuant to any law or treaty, and all rights under any International Conventions for the Protection of Intellectual Property, including the Paris Convention and the European Patent Convention and the corresponding rights to claim benefit from the priority of such applications and including all claims for damages by reason of past infringement with the right to sue for and collect the same for its own use and the use of its successors, assigns and legal representatives, and including the right to claim such priority or benefit, and the Commissioner of Patents and Trademarks and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents are hereby authorized and requested to issue all patents on said improvements or resulting therefrom to Assignee, as assignee of the entire interest therein; and the Assignor does hereby agree and covenant without further remuneration, to execute and deliver all original, divisional, continuation, continuation-in-part, reissue and other applications for Letters Patent on the invention and all assignments thereof to Assignee or its assigns, to communicate to Assignee or its representatives all facts known to the undersigned respecting the invention, whenever requested, to testify in any interference or other legal proceedings in which the Application and any related applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid Assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by Assignee.

I, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/478,686 & 62/478,688, filed March 30, 2017 & March 30, 2017 ("Provisional(s)"), and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit of the Provisional(s) pursuant to any law or treaty in the countries of the world.

Assignor does hereby authorize the attorneys of Assignee and their assigns to insert on this Assignment the filing date and application number of said Application when known. We hereby also declare that we agree that the Assignee may take steps for recordal of this Assignment in the sole name of the Assignee.

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ASSIGNOR

By: Harry Shufflebarger

Printed: Harry Shufflebarger

Title: _____

Date: 2/12/2020

STATE OF Florida

COUNTY OF Palm Beach

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On 2/11/2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Kathleen M. Adamek

NOTARY PUBLIC

Residing at _____

My Commission Expires: 9/26/2021

ASSIGNEE

By: William E. Berry

Printed: William E. Berry

Title: Vice President, Corporate Controller

Date: 10/26/2020

STATE OF Michigan

COUNTY OF Kalamazoo

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On 10/26/2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

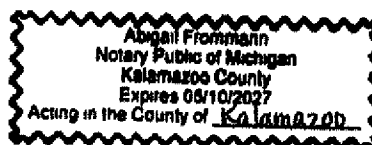
Abigail Frommann

NOTARY PUBLIC

Residing at _____

My Commission Expires: 5/10/2027

6228516-1.d



COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION (37 CFR 1.63) USING
AN APPLICATION DATA SHEET

Attorney, Docket No. SPINE 3.3F-1000
Title of the Invention ("Invention") Modular Offset Screw
Legal Name of Inventor/Assignor ("Inventor/Assignor") Larry E. McClintock
Assignee ("Assignee") K2M, Inc., incorporated in Leesburg, Virginia, and having a place of business at 600 Hope Parkway SE; Leesburg, Virginia 20175, United States

DECLARATION

As named inventor, I hereby declare that:

(i) this declaration is directed to:

☐ The attached Application

OR

☒ United States Application Number or PCT International Application Number 16/498,722
filed on September 27, 2019

(ii) the above-identified Application is/was made or authorized to be made by me;

(iii) I believe I am the original inventor or an original joint inventor of a claimed invention in the above-identified Application; and

(iv) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the entire right, title, and interest to the Invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, the entire right, title and interest, for the United States of America and all other countries, in and to the Invention and the Application and all original, divisional, continuation, continuation-in-part, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries for the Invention, including without limitation all applications and patents for the Invention claiming priority or benefit of the Application pursuant to any law or treaty, and all rights under any International Conventions for the Protection of Intellectual Property, including the Paris Convention and the European Patent Convention and the corresponding rights to claim benefit from the priority of such applications and including all claims for damages by reason of past infringement with the right to sue for and collect the same for its own use and the use of its successors, assigns and legal representatives, and including the right to claim such priority or benefit, and the Commissioner of Patents and Trademarks and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents are hereby authorized and requested to issue all patents on said improvements or resulting therefrom to Assignee, as assignee of the entire interest therein; and the Assignor does hereby agree and covenant without further remuneration, to execute and deliver all original, divisional, continuation, continuation-in-part, reissue and other applications for Letters Patent on the Invention and all assignments thereof to Assignee or its assigns, to communicate to Assignee or its representatives all facts known to the undersigned respecting the Invention, whenever requested, to testify in any interferences or other legal proceedings in which the Application and any related applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid Assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by Assignee.

I, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/478,686 & 62/478,688, filed March 30, 2017 & March 30, 2017 ("Provisional(s)"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional(s) pursuant to any law or treaty in the countries of the world.

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ASSIGNOR

By: [Signature]
Printed: LARRY E. MCCLINTOCK
Title: SR. STAFF DESIGNER
Date: 02/07/2020
STATE OF Virginia

COUNTY OF Loudoun : ss.

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On February 7, 2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Diana Lee Stonehouse
NOTARY PUBLIC
Residing at Ashburn, VA.

My Commission Expires: June 30, 2022

ASSIGNEE

By: [Signature]
Printed: Lane Major
Title: VP R&M
Date: 2/11/2020
STATE OF Virginia

COUNTY OF Loudoun : ss.

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On February 11, 2020 he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Diana Lee Stonehouse
NOTARY PUBLIC
Residing at Ashburn, VA.

My Commission Expires: June 30, 2022

DIANA LEE STONEHOUSE
NOTARY PUBLIC
REG. #7352194
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2022

DIANA LEE STONEHOUSE
NOTARY PUBLIC
REG. #7352194
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2022

PATENT