

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6478343

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YVES ARRAMON	12/31/2020
	DAVID HOVDA	11/11/2019
	MICHAEL SHERMAN	11/11/2019
RECEIVING PARTY DATA		
Name:	SIMPLIFY MEDICAL PTY LIMITED	
Street Address:	685 N. PASTORIA AVENUE	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94085	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16578968	
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>		
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Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI	
Address Line 1:	650 PAGE MILL ROAD	
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ATTORNEY DOCKET NUMBER:	29850-735.201	
NAME OF SUBMITTER:	JOY A. ROEDER	
SIGNATURE:	/Joy A. Roeder/	
DATE SIGNED:	01/04/2021	
Total Attachments: 1		
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PATENT ASSIGNMENT

Docket Number 29850-735.201

WHEREAS, the undersigned:

- | | | |
|------------------------------|-------------------------|-------------------------------|
| 1. Yves ARRAGON | 2. David HOYDA | 3. Michael SHERMAN |
| 1063 Morse Ave., Apt. 17-303 | 1900 Miramonte Avenue | 516 Tennessee Street, Ste 215 |
| Sunnyvale, CA 94089 | Mountain View, CA 94040 | Memphis, TN 38103 |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

ROBOTIC SYSTEMS AND METHODS FOR DISTRACTION IN INTERVERTEBRAL DISC PROSTHESIS IMPLANTATION

☒ for which application serial number 16/578,968 was filed on September 23, 2019, in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Simplify Medical Pty Limited, having a place of business at 385 N Pastoria Avenue, Sunnyvale, CA 94085, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

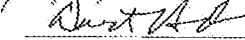
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

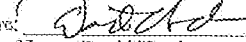
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 12/31/2019 
Yves ArragonDate: 4/11/19 
David HoydaDate: 11 Nov 2019 
Michael Sherman

RECEIVED AND AGREED TO BY ASSIGNEE: Simplify Medical Pty Limited

Dated: 1/11/19 Signature: 
Name: David Hoyda
Title: President and CEO

PATENT

RECORDED: 01/04/2021

REEL: 054802 FRAME: 0142