

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6479154

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTELLIROD SPINE, INC.	12/30/2020
RECEIVING PARTY DATA		
Name:	GLOBUS MEDICAL, INC.	
Street Address:	2560 GENERAL ARMISTEAD AVENUE	
Internal Address:	VALLEY FORGE BUSINESS CENTER	
City:	AUDUBON	
State/Country:	PENNSYLVANIA	
Postal Code:	19403	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10949723
CORRESPONDENCE DATA		
Fax Number:	(610)930-2042	
<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:	6109301800	
Email:	skyttle@globusmedical.com	
Correspondent Name:	GLOBUS MEDICAL, INC.	
Address Line 1:	2560 GENERAL ARMISTEAD AVENUE	
Address Line 4:	AUDUBON, PENNSYLVANIA 19403	
ATTORNEY DOCKET NUMBER:	0218.680.0002	
NAME OF SUBMITTER:	SUSAN KYTTLE	
SIGNATURE:	/Susan Kyttle/	
DATE SIGNED:	01/05/2021	
Total Attachments: 6		
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this “*Agreement*”) is entered into as of December 30, 2020 by and between Intellirod Spine, Inc., a Delaware corporation (“*Assignor*”), and Globus Medical, Inc., a Delaware corporation (“*Assignee*”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 30, 2020 (the “*Purchase Agreement*”), by and among Assignee and Assignor, pursuant to which Assignor has agreed to sell, assign and transfer substantially all of its assets to Assignee, including the sale, assignment and transfer of its intellectual property.

AGREEMENT

Now, therefore, in consideration of the recitals, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of such trademarks; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Assignment of Patents. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts the entire right, title and interest of Assignor in and to (i) the patents and patent applications set forth in the attached Schedule B; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

3. Assignment of Other Intellectual Property. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to all of Assignor's intellectual property; except as otherwise set forth in the Purchase Agreement, said right, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights and the right to collect damages and other rights or remedies heretofore accrued with respect thereto, to have and to hold the same unto Assignee absolutely.

4. Further Assurances. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and at its sole expense, take any and all steps reasonably requested by Assignee, including, without limitation, the execution, acknowledgment and delivery to Assignee of any and all further instruments, documents and assurances, to vest the intellectual property and related rights in Assignee or to perfect and record this Agreement, and to facilitate Assignee's enjoyment and enforcement of the intellectual property. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officer and agent as Assignor's agent and attorney in fact, to act for and on their behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to transfer and assign the patents and trademarks listed on Schedules A and B attached hereto from Assignor to Assignee with the same legal force and effect as if executed by Assignor. This appointment is coupled with an interest in and to the intellectual property and shall be irrevocable.

5. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

6. Purchase Agreement. This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement. Nothing contained in this Agreement shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement with respect to the intellectual property. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, shall control.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (as permitted in the Purchase Agreement).

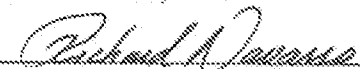
8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

INTELLIROD SPINE, INC.

By: 
Name: RICHARD NAVARRO
Title: PRESIDENT

ASSIGNEE:

GLOBUS MEDIAL, INC.

By: 
Name: Brian J. Kearns
Title: SVP, Business Development

[Assignment of Intellectual Property Agreement Signature Page]

Schedule A

Trademarks

File #	Title	Matter Type	Country	Status	Application #
14092501.002	LOADPRO	Trademark - ORG	United States of America	Registered	86/421,771
14092501.005	ILINK	Trademark - ORG	United States of America	Registered	88/007,733
14092501.006	INTELLIROD SPINE (stylized #2)	Trademark - ORG	United States of America	Registered	88/153,559

Schedule B
Patents

	Country	Title	Issue Date	Expiration Date	Patent #	Status
2	UNITED STATES	Implantable Sensors and Methods of Use	03/05/2019	4/13/2037	10,219,699	ISSUED/ No pending children
3	UNITED STATES	MEMS Capacitive Bending and Axial Strain Sensor	03/31/2009	1/19/2027	7,509,870	ISSUED/ No pending children
4	UNITED STATES	MEMS Capacitive Bending and Axial Strain Sensor	12/21/2010	10/25/2026	7,854,174	ISSUED/ No pending children
5	UNITED STATES	MEMS Capacitive Cantilever Strain Sensor, Devices, and Formation Methods	12/04/2007	9/24/2024	7,302,858	ISSUED/ No pending children
6	UNITED STATES	Obtaining Medical Diagnostic Measurements	03/07/2017	1/1/2035	9,585,602	ISSUED/ potential one pending child app
7	UNITED STATES	Strain Sensing System	04/15/2008	9/14/2023	7,357,037	ISSUED/ No pending children
8	FRANCE	Strain Sensing System	10/06/2010		1 535 039	ISSUED
9	UNITED KINGDOM	Strain Sensing System	10/06/2010		1 535 039	ISSUED
10	GERMANY	Telemetric Strain Sensing System	04/29/2015		602006045310.8	ISSUED
11	UNITED STATES	Obtaining Medical Diagnostic Measurements	1/15/2019	10/7/2034	16/248,022	PENDING

PATENT