

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6523212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMIR ALI SHARIFI-MEHR	11/19/2020
OLIVER BUCHERT	11/18/2020
CHRISTOPHER P. BELL	11/09/2020
SHAWN D. STAD	11/18/2020
ALVIN SARENDRANATH	12/25/2020
KORNELIS POELSTRA, M.D.	11/17/2020
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:	17091739
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 3.0F-1073
NAME OF SUBMITTER:	MELINDA C. CORMIER
SIGNATURE:	/Melinda C. Cormier/
DATE SIGNED:	01/29/2021
Total Attachments: 6	

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

Attorney, Docket No. SPINE 3.0F-1073

Title of the Invention ("Invention") Incision Tools And Methods Of Use

Legal Name of Inventor/Assignor Amir Ali Sharifi-Mehr
("Inventor/Assignor")

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

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

17/091.739

filed on November 6, 2020

(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. 62/931,939, filed November 7, 2019 ("Provisional"), and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit of the Provisional 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.

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: /s/ Amir Ali Sharifi-Mehr Electronically signed by: Amir Ali Sharifi-Mehr
Reason: I approve this document
Date: Nov 2, 2020 17:07 EST

Printed: Amir Ali Sharifi-Mehr

Title: Senior Principal Engineer

Date: Nov 19-2020

WITNESS

By: /s/ Ashley Salerno Electronically signed by: ASHLEY SALERNO
Reason: I approve this document
Date: Nov 17, 2020 08:30 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 19 NOV 2020

ASSIGNEE

By: /s/ Joel F. Millets Electronically signed by: Joel F. Millets
Reason: I approve this document
Date: Nov 18, 2020 15:52 EST

Printed: Joel F. Millets

Title: IP Agent

Date: 16 November 2020

WITNESS

By: /s/ Ashley Salerno Electronically signed by: ASHLEY SALERNO
Reason: I approve this document
Date: Nov 17, 2020 08:30 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 16 NOV 2020

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

Attorney, Docket No. SPINE 3.0F-1073

Title of the Invention ("Invention") Incision Tools And Methods Of Use

Legal Name of Inventor/Assignor Christopher P. Bell
("Inventor/Assignor")

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

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 17/091,739
filed on November 6, 2020

(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. 62/931,939, filed November 7, 2019 ("Provisional"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional 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: Christopher Bell Electronically signed by: Christopher Bell
Reason: I approve this document
Date: Nov 9, 2020 15:52 EST

Printed: Christopher Bell

Title: Senior Staff Engineer

Date: 11/9/2020

WITNESS

By: Ashley Salerno Electronically signed by: ASHLEY SALERNO
Reason: I approve this document
Date: Nov 11, 2020 08:31 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 9 NOV 2020

ASSIGNEE

By: Joel F. Millets Electronically signed by: Joel F. Millets
Reason: I approve this document
Date: Nov 18, 2020 15:54 EST

Printed: Joel F. Millets

Title: IP Agent

Date: 16 November 2020

WITNESS

By: Ashley Salerno Electronically signed by: ASHLEY SALERNO
Reason: I approve this document
Date: Nov 11, 2020 08:31 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 16 NOV 2020

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

Attorney, Docket No. SPINE 3.0F-1073
Title of the Invention ("Invention") Incision Tools And Methods Of Use
Legal Name of Inventor/Assignor Kornelis Poelstra
("Inventor/Assignor")
Assignee ("Assignee") K2M, Inc., incorporated in Delaware and having a place of business at 600 Hope Parkway SE,
Leesburg, Virginia 20175

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 17/091,739
filed on November 6, 2020

(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. 62/931,939, filed November 7, 2019 ("Provisional"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional 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: /Kornelis Poelstra/
Printed: Kornelis Poelstra MD PhD
Title: Surgeon
Date: November 17, 2020

WITNESS

By: /Lori Poelstra/
Printed: Lori L. Poelstra MD
Title: Surgeon
Date: November 17, 2020

ASSIGNEE

By: /Joel F. Millets/
Printed: Joel F. Millets
Title: IP Agent
Date: 24 November 2020

WITNESS

By: /Laura J. Millets/
Printed: Laura J. Millets
Title: Witness
Date: 24 November 2020

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

Attorney, Docket No. SPINE 3.0F-1073

Title of the Invention ("Invention") Incision Tools And Methods Of Use

Legal Name of Inventor/Assignor ("Inventor/Assignor") Oliver Buchert

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

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 17/091,739
filed on November 6, 2020

(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.

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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. 62/931,939, filed November 7, 2019 ("Provisional"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional pursuant to any law or treaty in the countries of the world.

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ASSIGNOR

By: Oliver Buchert Electronically signed by: Oliver Buchert
Reason: I approve this document
Date: Nov 16, 2020 15:19 EST

Printed: oliver buchert

Title: Engineering Director, Enabling Technologies

Date: 11/18/20

WITNESS

By: Ashley Salerno Electronically signed by: Ashley Salerno
Reason: I approve this document
Date: Nov 30, 2020 17:28 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 18 NOV 2020

ASSIGNEE

By: Joel F. Millets Electronically signed by: Joel F. Millets
Reason: I approve this document
Date: Nov 23, 2020 11:02 EST

Printed: Joel F. Millets

Title: IP Agent

Date: 24 November 2020

WITNESS

By: Ashley Salerno Electronically signed by: Ashley Salerno
Reason: I approve this document
Date: Nov 30, 2020 17:28 EST

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 24 NOV 2020

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

Attorney, Docket No. SPINE 3.0F-1073

Title of the Invention ("Invention") Incision Tools And Methods Of Use

Legal Name of Inventor/Assignor ("Inventor/Assignor") Shawn D. Stad

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

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 17/091,739
filed on November 6, 2020

(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.

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ASSIGNOR

By: [Signature]
Printed: Shawn Stad
Title: Senior Director, Enabling Technologies
Date: 11/18/2020

WITNESS

By: [Signature]
Printed: Ashley Salerno
Title: IP Specialist, Operations
Date: 18 NOV 2020

ASSIGNEE

By: [Signature]
Printed: Joel F. Millets
Title: IP Agent
Date: 24 November 2020

WITNESS

By: [Signature]
Printed: Ashley Salerno
Title: IP Specialist, Operations
Date: 24 NOV 2020

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

Attorney, Docket No. SPINE 3.0F-1073

Title of the Invention ("Invention") Incision Tools And Methods Of Use

Legal Name of Inventor/Assignor ("Inventor/Assignor") Alvin Sarendranath

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

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 17/091,739
filed on November 5, 2020

(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.

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I, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/931,935, filed November 7, 2019 ("Provisional"), and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit of the Provisional pursuant to any law or treaty in the countries of the world.

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ASSIGNOR

By: Alvin Sarendranath
Printed: ALVIN SARENDRANATH
Title: ENGINEER
Date: 12/15/20

WITNESS

By: Sandy Sarendranath
Printed: Sandy Sarendranath
Title: _____
Date: 12/25/2020

ASSIGNEE

By: Joel Millets
Printed: Joel Millets
Title: IP Agent
Date: 28 January 2021

WITNESS

By: Angie Cooke
Printed: Angie Cooke
Title: Sr. RD Coordinator
Date: 1/28/2021