506518118 02/23/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6564893

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------|----------------|
| TODD M. WALLENSTEIN | 09/26/2020 |
| CLINT BOYD | 09/28/2020 |
| JENNIFER ANNE MOORE | 10/08/2020 |
| JORDAN FLOYD | 12/08/2020 |

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: | 16968393 |

CORRESPONDENCE DATA

Fax Number: (908)654-7866

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.

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-1033 | |
|-------------------------|---------------------|--|
| NAME OF SUBMITTER: | KATHLEEN REYNOLDS | |
| SIGNATURE: | /Kathleen Reynolds/ | |
| DATE SIGNED: | 02/23/2021 | |

Total Attachments: 4

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PATENT 506518118 REEL: 055364 FRAME: 0096

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PATENT REEL: 055364 FRAME: 0097

(by Inventor)

WHEREAS, I Todd M. Wallenstein ("Assignor") residing at 20315 Snowpoint Place, Ashburn, Virginia 20147, have invented certain new and useful improvements in:

Interbody With Extendible Members ("the Invention") [x] for which a patent application was filed on August 7, 2020, in the country of United States Application Number 16/968,393 ("the Application") [] for which a patent application for the country of ______ was executed by me on _____ ("the Application") AND WHEREAS. Assignor wishes to assign to K2M, Inc., an entity organized under the laws of Delaware having an address of 600 Hope Parkway SE, Leesburg, Virginia 20175 United States of America ("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. 62/638.089, filed March 3, 2018 ("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. ASSIGNOR ASSIGNEE /Joel F. Millets/ Printed: Joel F. Millets Printed: IP Agent Title: Date: 24 November 2020 Date: WITNESS WITNESS /Laura J. Millets/ By:

Laura J. Millets

24 November 2020

Witness

Printed:

Title:____

Title:

(by Inventor)

WHEREAS, I Clint Boyd ("Assignor") residing at 18186 Mill House Square, Leesburg, Virginia 20175 have invented certain new and useful improvements in:

Interbody With Extendible Members ("the Invention") [x] for which a patent application was filed on August 7, 2020, in the country of United States Application Number 16/968,393 ("the Application") [] for which a patent application for the country of was executed by me on ("the Application") AND WHEREAS, Assignor wishes to assign to K2M, Inc., an entity organized under the laws of Delaware having an address of 600 Hope Parkway SE, Leesburg, Virginia 20175 United States of America ("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. 62/638,089. filed March 3, 2018 ("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. ASSIGNOR ASSIGNEE /2CA21/ /Joel F. Millets/ Printed: R Clint Boyd Joel F. Millets Printed: Title: Staff Engineer IP Agent Title: Date: 9/28/2020 24 November 2020 Date: WITNESS

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

Printed: Kelsey Boyd

Title: Producer

Date: 9/28/2020

(by Inventor)

WHEREAS, I leguiter Anne Moore ("Assignor") residung at 20965 Great Woods Prive, Legsburg, Virginia 20175, have invented certain new and useful improvements in:

Interbody With Extendible Members ("the Invention") [x] for which a patent application was filed on August 7, 2020, in the country of United States Application Number 16/968,393 ("the Application") AND WHEREAS. Assignor wishes to assign to K2M, Inc., an entity organized under the laws of Delaware having an address of 600 Hope Parkway SE, Leesburg, Virginia 20175 United States of America ("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 Putents and Trademarks and the Putent 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. 1, as assignor, hereby assign to said assignee all of my right, title and interest in United States Provisional Application No. 62/638,089, filed Murch 3, 2018 ("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. ASSIGNOR ASSIGNEE /Joel F. Millets/ Printed: Jennifer Moore Printed: Joel F. Millets Title: Associate Engineering Manager IP Agent Date: 10/08/2020 24 November 2020 Date: WITNESS

/Laura J. Millets/

Witness

Printed:____

Date:

Laura J. Millets

24 November 2020

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Printed: Brandon V Moore

Title: Principal Engineer

Date: 10/8/2020

(by inventor)

WHEREAS, I Jordan Floyd ("Assignor") residing at 27825 Detroit Road, Apt. 405F, Westlake, Ohio 44145, have invented certain new and useful improvements in:

Interbody With Extendible Members ("the Invention") [x] for which a patent application was filed on August 7, 2020, in the country of United States Application Number 16/968,393 ("the Application") [] for which a patent application for the country of _______ was executed by me on _____ ("the Application") [] for which an International Patent Application was filed on _______, as ________, designating the country/region of ("the Application") AND WHEREAS, Assignor wishes to assign to K2M, Inc., an entity organized under the laws of Delaware having an address of 600 Hope Parkway SE, Leesburg. Virginia 20175 United States of America ("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 mason 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. <u>62/638.089</u>, filed March 3, 2018 ("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. ASSIGNOR ASSIGNEE By: Joel Millots | Section 200 Tille: Project Engineer IP Agent Title: Date: Date: 11 February 2021 WITNESS By: Jan 1024 To Printed: KAREN NOVOTAY
Title: ACCOUNT MANAGER

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PATENT REEL: 055364 FRAME: 0101

Printed: Angle Cooke Title: Sr. RD Coordinator

2/11/2021

Date:____

RECORDED: 02/23/2021