

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6723523

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WARSAW ORTHOPEDIC, INC.	09/25/2020
RECEIVING PARTY DATA		
Name:	COMPANION SPINE, LLC	
Street Address:	505 PARK AVENUE	
Internal Address:	14TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8591553
CORRESPONDENCE DATA		
Fax Number:	(203)286-5137	
<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:	2032865140	
Email:	jenn.welborn@farberllc.com	
Correspondent Name:	FARBER LLC	
Address Line 1:	4 CORPORATE DRIVE	
Address Line 2:	SUITE 287	
Address Line 4:	SHELTON, CONNECTICUT 06484	
ATTORNEY DOCKET NUMBER:	COM 1104-US4-CON2	
NAME OF SUBMITTER:	TRAM NGUYEN	
SIGNATURE:	/Tram Anh Nguyen/	
DATE SIGNED:	05/21/2021	
Total Attachments: 15		
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is dated as of September 25, 2020, and is made from **Medtronic, Inc.**, a Minnesota corporation ("Assignor") having an address of Operations Headquarters, 710 Medtronic Parkway, Minneapolis, Minnesota 55432-5604, and the Seller Affiliates to **Companion Spine, LLC**, a Delaware limited liability company ("Assignee") having an address of 505 Park Avenue, 14th Floor, New York, New York 10022.

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of September 25, 2020 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement") between Medtronic, Inc., a Minnesota corporation ("Seller") and Companion Spine, LLC, a Delaware limited liability company ("Buyer"), and consistent with Schedule 2.1(a)(iv) of Exhibit A, Disclosure Letter to the Asset Purchase Agreement dated as of September 25, 2020 (as amended, modified or supplemented from time to time, the "Disclosure Letter"), delivered in connection with the Asset Purchase Agreement, Seller agreed to cause the Seller Affiliates (as defined in Schedule A of the Asset Purchase Agreement and Disclosure Letter) to sell, convey, assign and transfer to Buyer, and Buyer agreed to purchase, acquire and accept certain assets related to the Product Lines, including the Patents identified on Schedule 1 attached hereto (collectively, the "Assigned Patents").

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all the right, title and interest of Assignor in, to and under the Assigned Patents, together with all rights to: (i) claim priority in all countries in the Territory in accordance with the laws of such countries based thereon, (ii) collect royalties and proceeds in connection with any of the foregoing, (iii) apply for, prosecute, and seek patents in the Territory in respect of any of the inventions to the extent fully supported by the Assigned Patents, and (iv) sue for past, present or future infringement of said Assigned Patents together with all claims for damages for reason of past, present or future infringement of said Assigned Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. From and after the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Assigned Patents, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities.

4. Assignor hereby authorizes Assignee to record this Assignment with the applicable patent offices or other relevant Governmental Entity to record Assignee as the assignee

and owner of the Assigned Patents, including any reissuances, continuations, divisions, continuations-in part, revisions, extensions and reexaminations with respect thereto.

5. For a period of up to one year after the date hereof, and for no further consideration, each of the parties hereto shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Assigned Patents at Assignee's cost.

6. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify any of the terms or conditions of the Asset Purchase Agreement or any of the Ancillary Agreements and nothing herein shall constitute a waiver or release by any party to the Asset Purchase Agreement or any of the Ancillary Agreements of any liabilities, duties or obligations imposed thereby. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Asset Purchase Agreement (including all Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control.

7. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

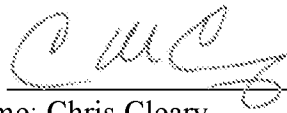
9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 11.6 (Governing Law and Dispute Resolution) of the Asset Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor, its Seller Affiliates, and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

MEDTRONIC, INC.

By: 
Name: Chris Cleary
Title: Vice President

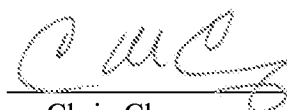
SELLER AFFILIATE

MEDTRONIC HOLDING COMPANY SÀRL

By: _____
Name:
Title:

SELLER AFFILIATE

WARSAW ORTHOPEDIC, INC.

By: 
Name: Chris Cleary
Title: Vice President

IN WITNESS WHEREOF, Assignor, its Seller Affiliates, and Assignee have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

MEDTRONIC, INC.

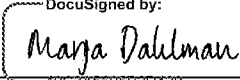
By: _____

Name: Chris Cleary

Title: Vice President

SELLER AFFILIATE

MEDTRONIC HOLDING COMPANY SÀRL

By:  _____

Name: Marja Dahlman

Title: Director

SELLER AFFILIATE

WARSAW ORTHOPEDIC, INC.

By: _____

Name: Chris Cleary

Title: Vice President

ASSIGNEE

COMPANION SHINE, LLC

By: 

Name: Anthony G. Viscogliosi

Title: Executive Chairman

[Signature Page to Assignment of Patents]

PATENT
REEL: 056316 FRAME: 0447

Schedule 1

Assigned Patents

A. DIAM / Injectable DIAM / Injectable Trial

Territory	Patent Number	Application Number	Filing Date
France	FR 2816197	0014367	11/7/2000
France	FR 2912896	0701335	2/26/2007
United States of America	US 8,118,839	12/513,100	5/19/2009
Europe (validated in Germany and France)	EP 2088949	07825612	11/7/2000
Japan	JP 5583804	2013047931	3/11/2013
United States of America	US 7,776,069	10/527,251	3/9/2005
Europe (validated in Germany and France)	EP 1545354	05745387	4/8/2005
United States of America	US 7,837,711	11/341,178	1/27/2006
United States of America	US 7,862,591	11/271,018	11/10/2005
United States of America	US 8,043,336	12/691,270	1/21/2010
United States of America	US 8,083,795	11/334,691	1/18/2006
United States of America	US 7,445,637	10/486,046	7/2/2004
Europe (validated in Germany and France)	EP 1414358	02749662	6/26/2002
France	FR 2828398	9201207	2/4/1992
Europe (validated in Germany and France)	EP 2004073	07734301	4/3/2007
Europe (validated in Germany and France)	EP 1981419	07701224	1/11/2007
United States of America	US 8,114,136	12/050,274	3/18/2008
United States of America	US 8,317,832	13/369,378	2/9/2012
Europe (validated in Germany and France)	EP 2278932	09722726	2/16/2009
United States of America	US 8,262,698	11/376,991	3/16/2006
United States of America	US 8,348,977	12/827,248	6/30/2010
United States of America	US 8,029,550	12/573,779	10/5/2009
United States of America	US 8,100,945	12/573,772	10/5/2009
United States of America	US 8,048,119	11/490,010	7/20/2006

B. Maverick

Territory	Patent Number	Application Number	Filing Date
United States of America	US 6,740,118 C1 (2010 Ex Parte Reexam Cert. # 7677)	10/042,589	1/9/2002
United States of America	US 7,331,995	10/773,814	2/6/2004
Europe (validated in Germany and France)	EP 1596774	04710692	2/12/2004
United States of America	US 7,364,589	10/752,860	1/7/2004
United States of America	US 7,503,934	10/774,157	2/6/2004
Europe (validated in Germany and France)	EP 1596775	04710704	2/12/2004
Australia	AU 2004220633	2004220633	2/12/2004
China	CN ZL200480007414.1	200480007414.1	2/12/2004
United States of America	US 7,850,735	10/774,135	2/6/2004
United States of America	US 8,591,553	12/943,656	11/10/2010
United States of America	US 8,617,243	12/942,774	11/9/2010
United States of America	US 7,547,308	10/768,354	1/30/2004

C. Bryan

Territory	Patent Number	Application Number	Filing Date
United States of America	US 6,562,045	09/934,507	8/22/2001
United States of America	US 6,949,105 ¹	09/923,891	8/7/2001
United States of America	US 7,025,787	10/303,569	11/25/2002
Europe (validated in Germany and France)	EP 1460978	02784591	11/26/2002
Japan	JP 4373790	2003563425	11/26/2002
Australia	AU 2002346524	2002346524	11/26/2002
United States of America	US 7,179,262	10/727,808	12/4/2003
United States of America	US 7,641,692	09/924,298	8/8/2001
United States of America	US 8,092,542	12/624,160	11/23/2009

D. TORKS

Territory	Patent Number	Application Number	Filing Date
United States of America	US 7,846,186	11/994,195	12/28/2007
Europe (validated in Germany and France)	EP 1895920	06755958	6/20/2006

¹ Status: Expired

E. ELIESS

Territory	Patent Publication Number	Application Number	Filing Date
Japan	JP 2010502339A ²	2009527218	9/5/2007

² Status Abandoned

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SDGI HOLDINGS, INC.", A DELAWARE CORPORATION,

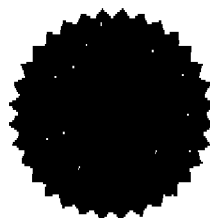
"SOFAMOR DANEK HOLDINGS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "WARSAW ORTHOPEDIC, INC." UNDER THE NAME OF "WARSAW ORTHOPEDIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2006, AT 2:06 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4150541 8100M

060397764

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4707608

DATE: 05-01-06

PATENT

REEL: 056489 FRAME: 0655

FROM CORPORATION TRUST WILM. TEAM #2

(FRI) 4.28.06 13:15/ST. 13:08/NO. 4863796489 P. 2

~~State of Delaware~~
Secretary of State
Division of Corporations
Delivered 02:20 PM 04/28/2006
FILED 02:06 PM 04/28/2006
SRV 060397764 - 2762914 FILE

CERTIFICATE OF MERGER
of
SDGI HOLDINGS, INC.,
a Delaware corporation
and
SOFAMOR DANEEK HOLDINGS, INC.,
a Delaware corporation
into
WARSAW ORTHOPEDIC, INC.,
an Indiana corporation

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The names of the constituent corporations to the merger are SDGI Holdings, Inc., a Delaware corporation, Sofamor Danek Holdings, Inc., a Delaware corporation and Warsaw Orthopedic, Inc., an Indiana corporation.

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the Delaware General Corporation Law.

THIRD: The surviving corporation will be Warsaw Orthopedic, Inc., an Indiana corporation.

FOURTH: The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

FIFTH: The effective date of the merger is April 28, 2006.

SIXTH: An executed copy of the Agreement and Plan of Merger is on file at the office of Warsaw Orthopedic, Inc. at 710 Medtronic Parkway, Minneapolis, Minnesota 55432.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

EIGHT: The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 710 Medtronic Parkway, Minneapolis, Minnesota 55432.

FROM CORPORATION TRUST WILLIAM TEAM #2

(FRI) 4. 28' 06 13:15/ST. 13:08/NO. 4863796489 P 3

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed
by its authorized officer, the 28th day of April, 2006.

WARSAW CORPORATION, INC.

By



Thomas J. Wehrly
President

PC 806.00

Attorney Docket No.: 31132.121

Customer No. 27683

ASSIGNMENT

WHEREAS, we,

- | | | | |
|-----|---------------------|----|---|
| (1) | Lukas Eisermann | of | 42 Riverview Dr. W 301
Memphis, TN 38103
United States of America |
| (2) | Eddie F. Ray III | of | 1781 Fernhall Cove
Collierville, TN 38017
United States of America |
| (3) | Hallett Mathews | of | 1235 Two Rivers Point
Williamsburg, VA 23185
United States of America |
| (4) | Tai Friesem | of | 20 Thatch Lane
Ingleby Barwick TS17 OTN
United Kingdom |
| (5) | Jean-Charles LeHuec | of | 31 rue des Lavandiers
33600 Pessac, France
France |

have invented certain improvements in

**ARTICULAR DISC PROSTHESIS AND METHOD FOR
TREATING SPONDYLOLISTHESIS**

for which I have executed an application for Letters Patent of the United States of America filed on 02/06/2004 and assigned application number 10/774,135; and

WHEREAS, SDGI Holdings, Inc. (Assignee), a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business in the City of Wilmington, State of Delaware, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said

PC 806.00

Attorney Docket No.: 31132.121

Customer No. 27683

Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

First Inventor Name: Lukas Eisermann
Residence Address: 42 Riverview Dr. W 301, Memphis, TN 38103

Dated: _____

Lukas Eisermann

Second Inventor Name: Eddie F. Ray III
Residence Address: 1781 Fernhall Cove, Collierville, TN 3817

Dated: _____

Eddie F. Ray III

Third Inventor Name: Hallett Mathews
Residence Address: 1235 Two Rivers Point, Williamsburg, VA 23185

Dated: 2/21/05Hallett Mathews
Hallett Mathews

Fourth Inventor Name: Tai Friesem
Residence Address: 20 Thatch Lane, Ingleby Barwick TS17 OTN, United Kingdom

Dated: _____

Tai Friesem

PC 806.00

Attorney Docket No.: 31132.121
Customer No. 27683

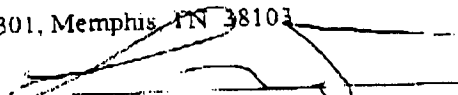
filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

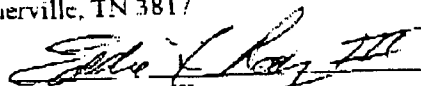
First Inventor Name: Lukas Eisermann
Residence Address: 42 Riverview Dr W 301, Memphis, TN 38103

Dated: 4. DEC. 2003


Lukas Eisermann

Second Inventor Name: Eddie F. Ray III
Residence Address: 1781 Fernhall Cove, Collierville, TN 38117

Dated: 4 Dec 2003


Eddie F. Ray III

Third Inventor Name: Hallet Matthews
Residence Address: 1235 Two Rivers Point, Williamsburg, VA 23185

Dated: _____

Hallet Matthews

Fourth Inventor Name: Tai Friesem
Residence Address: 20 Hatch Lane, Ingleby Barwick IS17 0TN, United Kingdom

Dated: 8. Feb 2004


Tai Friesem

PC 806.00 assignment

Attorney Docket No.: 31132.121
Customer No. 27683

Fifth Inventor Name: Jean-Charles LeHuec
Residence Address: 31 rue des Lavandiers, 33600 Pessac, France

Dated: FEB 07 04


Jean-Charles LeHuec

B-1164031

TOTAL PAGE(S) 01

RECORDED: 02/21/2005

PATENT
REEL: 056319 FRAME: 0458