

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6740002

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANIEL TAVANI	05/11/2021
MICHAEL SCHULAR	05/08/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	K2M, INC.
<b>Street Address:</b>	600 HOPE PARKWAY SE
<b>City:</b>	LEESBURG
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20175
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17205137
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	(908) 654-5000
<b>Email:</b>	assignment@lerner david.com
<b>Correspondent Name:</b>	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP
<b>Address Line 1:</b>	20 COMMERCE DR.
<b>Address Line 4:</b>	CRANFORD, NEW JERSEY 07016
<b>ATTORNEY DOCKET NUMBER:</b>	SPINE 3.0F-1080
<b>NAME OF SUBMITTER:</b>	LIZ SEMON
<b>SIGNATURE:</b>	/Liz Semon/
<b>DATE SIGNED:</b>	06/02/2021
<b>Total Attachments: 2</b>	
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source=Fully Executed Assignment#page2.tif	

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

Attorney, Docket No. SPINE 3.0F-1080

Title of the Invention ("Invention") IMPLANT WITH FREELY MOVEABLE ENDPLATES

Legal Name of Inventor/Assignor ("Inventor/Assignor") Daniel Tavani

Assignee ("Assignee") K2M, Inc., a Corporation of the State of Delaware, United States, having an address at 600 Hope Parkway SE, Leesburg, Virginia 20175, United States

**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 17/205,137
- filed on 3/18/2021
- (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. 62/991,943, filed 3/19/2020 ("Provisional(s)"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional(s) 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. I hereby also declare that I 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: *[Signature]* Digitally signed by Daniel Tavani  
DN: cn=Daniel Tavani, o=K2M, Inc., email=d.tavani@k2m.com, c=US  
Date: May 11, 2021 05:16:01

Printed: Daniel Tavani

Title: Director, Upstream Marketing

Date: 5/11/21

**WITNESS**

By: *[Signature]* Digitally signed by Angie Cooke  
DN: cn=Angie Cooke, o=K2M, Inc., email=a.cooke@k2m.com, c=US  
Date: May 11, 2021 12:06:01

Printed: Angie Cooke

Title: Sr. RD Coordinator

Date: 5/11/21

**ASSIGNEE**

By: *[Signature]* Digitally signed by Joel Millets  
DN: cn=Joel Millets, o=K2M, Inc., email=j.millets@k2m.com, c=US  
Date: May 11, 2021 10:15:01

Printed: Joel Millets

Title: IP Agent

Date: 5/11/21

**WITNESS**

By: *[Signature]* Digitally signed by Angie Cooke  
DN: cn=Angie Cooke, o=K2M, Inc., email=a.cooke@k2m.com, c=US  
Date: May 11, 2021 12:06:01

Printed: Angie Cooke

Title: Sr. RD Coordinator

Date: 5/11/21

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AN APPLICATION DATA SHEET**

Attorney, Docket No. SPINE 3.0F-1080

Title of the Invention ("Invention") IMPLANT WITH FREELY MOVEABLE ENDPLATES

Legal Name of Inventor/Assignor ("Inventor/Assignor") Michael Schular

Assignee ("Assignee") K2M, Inc., a Corporation of the State of Delaware, United States, having an address at 600 Hope Parkway SE, Leesburg, Virginia 20175, United States

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As named inventor, I hereby declare that:

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☐ The attached Application

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filed on 3/18/2021

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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. 62/991,943, filed 3/19/2020 ("Provisional(s)"), and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit of the Provisional(s) pursuant to any law or treaty in the countries of the world.

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**ASSIGNOR**

By: Michael S Schular  
Printed: MICHAEL S SCHULAR  
Title: ENGINEER  
Date: 5/8/2021

**WITNESS**

By: Lyndsey Lewis  
Printed: Lyndsey Lewis  
Title: Notary  
Date: 5/8/2021

**LYNDSY DIANE LEWIS**  
Notary Public  
Commonwealth of Virginia  
My Commission Expires July 31, 2021  
Commission ID# 247453

**ASSIGNEE**

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

**WITNESS**

By: Angie Cooke  
Printed: Angie Cooke  
Title: Sr. RD Coordinator  
Date: 5/28/2021