

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6757184

|   |                            |                       |
|---|----------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                 |                       |
| <b>CONVEYING PARTY DATA</b>   |                            |                       |
|   | <b>Name</b>                | <b>Execution Date</b> |
|   | WARSAW ORTHOPEDIC, INC.    | 09/25/2020            |
| <b>RECEIVING PARTY DATA</b>   |                            |                       |
| <b>Name:</b>  | COMPANION SPINE, LLC       |                       |
| <b>Street Address:</b>  | 505 PARK AVENUE            |                       |
| <b>Internal Address:</b>  | 14TH FLOOR                 |                       |
| <b>City:</b>  | NEW YORK                   |                       |
| <b>State/Country:</b>   | NEW YORK                   |                       |
| <b>Postal Code:</b>   | 10022                      |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                            |                       |
|   | <b>Property Type</b>       | <b>Number</b>         |
|   | Patent Number:             | 8317832               |
| <b>CORRESPONDENCE DATA</b>  |                            |                       |
| <b>Fax Number:</b>  | (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> |                            |                       |
| <b>Phone:</b>   | 2032865140                 |                       |
| <b>Email:</b>   | jenn.welborn@farberllc.com |                       |
| <b>Correspondent Name:</b>  | FARBER LLC                 |                       |
| <b>Address Line 1:</b>  | 4 CORPORATE DRIVE          |                       |
| <b>Address Line 2:</b>  | SUITE 287                  |                       |
| <b>Address Line 4:</b>  | SHELTON, CONNECTICUT 06484 |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | COM 1323 CON               |                       |
| <b>NAME OF SUBMITTER:</b>   | TRAM ANH NGUYEN            |                       |
| <b>SIGNATURE:</b>   | /Tram Anh Nguyen/          |                       |
| <b>DATE SIGNED:</b>   | 06/11/2021                 |                       |
| <b>Total Attachments: 8</b>   |                            |                       |
| source=2 - assignment (Warsaw to Companion)#page1.tif   |                            |                       |
| source=2 - assignment (Warsaw to Companion)#page2.tif   |                            |                       |
| source=2 - assignment (Warsaw to Companion)#page3.tif   |                            |                       |
| source=2 - assignment (Warsaw to Companion)#page4.tif   |                            |                       |

source=2 - assignment (Warsaw to Companion)#page5.tif

source=2 - assignment (Warsaw to Companion)#page6.tif

source=2 - assignment (Warsaw to Companion)#page7.tif

source=2 - assignment (Warsaw to Companion)#page8.tif

## **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, 14<sup>th</sup> 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.

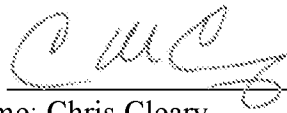
9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 11.6 (Governing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

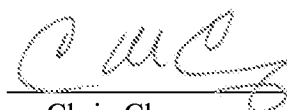
**SELLER AFFILIATE**

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.

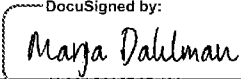
By: \_\_\_\_\_

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: 056509 FRAME: 0007**

## **Schedule 1**

### **Assigned Patents**

#### **A. DIAM / Injectable DIAM / Injectable Trial**

| <b>Territory</b>                         | <b>Patent Number</b> | <b>Application Number</b> | <b>Filing Date</b> |
|--|----------------------|---------------------------|--------------------|
| 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

| <b>Territory</b>                            | <b>Patent Number</b>                                      | <b>Application Number</b> | <b>Filing Date</b> |
|---|---|---------------------------|--------------------|
| United States of America                    | US 6,740,118 C1<br>(2010 Ex Parte Reexam<br>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<br>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<br>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

| <b>Territory</b>                            | <b>Patent Number</b>      | <b>Application Number</b> | <b>Filing Date</b> |
|---|---------------------------|---------------------------|--------------------|
| United States of America                    | US 6,562,045              | 09/934,507                | 8/22/2001          |
| United States of America                    | US 6,949,105 <sup>1</sup> | 09/923,891                | 8/7/2001           |
| United States of America                    | US 7,025,787              | 10/303,569                | 11/25/2002         |
| Europe (validated in<br>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

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

---

<sup>1</sup> Status: Expired

E. ELIESS

| <b>Territory</b> | <b>Patent Publication Number</b> | <b>Application Number</b> | <b>Filing Date</b> |
|------------------|----------------------------------|---------------------------|--------------------|
| Japan            | JP 2010502339A <sup>2</sup>      | 2009527218                | 9/5/2007           |

---

<sup>2</sup> Status Abandoned