

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6759429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VICTOR A. LAVI	05/20/2021
RECEIVING PARTY DATA	
Name:	ORTHOPEDIATRICS CORP.
Street Address:	2850 FRONTIER DRIVE
City:	WARSAW
State/Country:	INDIANA
Postal Code:	46582
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62955775
Application Number:	17139777
CORRESPONDENCE DATA	
Fax Number:	(317)236-9907
<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:	317-635-8900
Email:	ptodocket.dbg.us@dentons.com
Correspondent Name:	JOHN V. DANILUCK
Address Line 1:	BINGHAM GREENEBAUM DOLL LLP
Address Line 2:	10 WEST MARKET STREET, SUITE 2700
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	61967.100161
NAME OF SUBMITTER:	JOHN V. DANILUCK
SIGNATURE:	/John V. Daniluck/
DATE SIGNED:	06/14/2021
Total Attachments: 5	
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source=Assignment Victor signed#page4.tif	

ASSIGNMENT

WHEREAS, Victor A. Lavi of 8229 Banpo Bridge Way, Delray Beach, FL 33446 and Volus Tucker McKenna of 604 Golden Oaks Lane, Pittsburgh, PA 15237 (hereinafter referred to as "Assignors"); have made a new and useful invention in the field of a MULTIPLE TRACK SYSTEM FOR POSITIONING OF BONE SEGMENTS (hereinafter referred to as "Invention") as described at least in part in drawings, notes, and recorded media including but not necessarily limited to United States Provisional Patent Application No. 62/955,775, filed December 31, 2019 and United States Patent Application No. 17/139,777, filed December 31, 2020 (hereinafter collectively referred to as "Documents");

WHEREAS, OrthoPediatrics Corp., (hereinafter referred to as "Assignee"), a business entity formed under the laws of the state of Delaware, having a principal place of business at 2850 Frontier Drive, Warsaw, IN 46582, desires to acquire and has acquired all of the entire right, title, and interest in, to and under said Invention and in any Letters Patent, United States and foreign, which may be obtained therefore and thereon and is owned by or is being transferred to Assignee;

WHEREAS, Assignors have made said Invention within the course and scope of employment by and for Assignee and, in any event, Assignors have desired and do desire that all of the entire right, title, and interest in, to and under said Invention and in any Letters Patent, United States and foreign, which may be obtained therefore and thereon is owned by or is being transferred to Assignee.

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of good, valuable and sufficient consideration to Assignors in hand paid, the receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, agree to sell, assign and transfer, and by these presents do sell, assign and transfer unto Assignee, all of Assignors' entire right, title, and interest, including the beneficial interest, in, to and under, including all rights to file, all rights of priority and all causes of action related to, said Invention and said Documents, and in, to and under any and all applications for United States Letters Patent describing said Invention or claiming priority to any of said Documents, and any and all other applications thereon and arising therefrom, including any and all applications claiming the benefit thereof, and any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

Assignors acknowledge that said Invention, whether disclosed in said Documents or not, is the property of Assignee and any non-public information related thereto, including said Documents and the information disclosed in said Documents, is to be maintained in confidence and is not to be disclosed by Assignors to any third party without the consent of Assignee, unless required by law, required to satisfy a legal obligation on behalf of Assignee, or required to support a defense of Assignors against a legal claim by Assignee. This obligation of confidentiality survives the termination of employment or any contract for any services between Assignors and Assignee.

Assignors agree to assign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said Invention in this and all foreign countries for the use of Assignee, said agreement surviving Assignors' employment by, or contract with, Assignee.

Assignors understand that Dentons Bingham Greenebaum LLP does not personally represent Assignors or Assignors' legal interests in this matter, but instead represents the interests of Assignee. Assignors acknowledge Assignors' right to retain Assignors' own independent legal counsel.

This Assignment shall be governed and controlled by the substantive laws of the United States of America and the United States of America's State of Indiana, notwithstanding any choice of laws rules that would apply in the absence of this provision. Assignors consent to personal jurisdiction and venue in the United States federal courts and Indiana state courts located Marion County, Indiana, United States of America, in connection with any dispute arising under this Assignment. Assignors irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, that ruling shall not affect the validity or enforceability of the remaining provisions of this Assignment, which remaining provisions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signatures exchanged by e-mail, facsimile, or other electronic means shall be effective for all purposes hereunder to the same extent as original signatures.

Accepted and agreed to by Assignor, as follows:

ACCEPTED AND AGREED:

Signature: _____



Printed Name: Victor A Lavi

Signed on this 20 day of May, 2021

Signature: _____

Printed Name: Volus Tucker McKenna

Signed on this _____ day of _____, 2021

Accepted and agreed to by Assignee, as follows:

ACCEPTED AND AGREED:

Signature: _____

Printed Name: Daniel Gerritzen

Title: General Counsel

Company: OrthoPediatrics Corp.

Signed on this _____ day of _____, 2021

Acknowledgement(s)

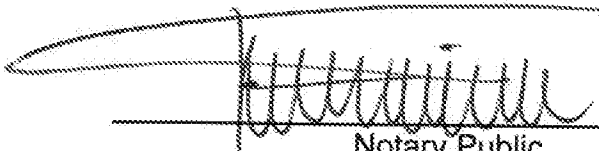
STATE OF FL)

) : SS

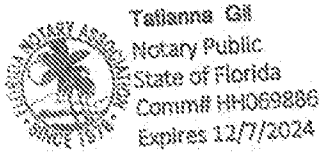
COUNTY OF Dade)

Before me, Victor A. Lavi, Assignor, who, being first duly sworn upon his oath, acknowledged the execution of the foregoing Assignment as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 20 day of May, 2021.



Notary Public



Printed: Tatianna Gil

Resident of Dade County

My Commission Expires:

12/07/2024

Acknowledgement(s)

STATE OF _____)

) : SS

COUNTY OF _____)

Before me, Volus Tucker McKenna, Assignor, who, being first duly sworn upon his oath, acknowledged the execution of the foregoing Assignment as his voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2021.

Notary Public

Printed: _____

Resident of _____ County

My Commission Expires:

Acknowledgement(s)

STATE OF _____)

) : SS

COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared Daniel Gerritzen, for the Assignee, who, being first duly sworn upon his oath, acknowledged the execution of the foregoing Assignment as his voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2021.

Notary Public

Printed: _____

Resident of _____ County

My Commission Expires:
