

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6932225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WARSAW ORTHOPEDIC, INC / MEDTRONIC, INC.	03/19/2014
RECEIVING PARTY DATA	
Name:	HH SPINAL LLC
Street Address:	5628 MOUNTAIN BREEZE DRIVE
City:	CHATTANOOGA
State/Country:	TENNESSEE
Postal Code:	37421
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9770338
Patent Number:	10631995
Application Number:	16836915
CORRESPONDENCE DATA	
Fax Number:	(480)535-9269
<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:	6509249270
Email:	info@brainsparkassociates.com
Correspondent Name:	BRAINSPARK ASSOCIATES, LLC
Address Line 1:	2606 W MESQUITE STREET
Address Line 4:	CHANDLER, ARIZONA 85224
ATTORNEY DOCKET NUMBER:	HANH-008
NAME OF SUBMITTER:	JOSEPH J. BASISTA
SIGNATURE:	/Joseph J. Basista, Reg. No. 42301/
DATE SIGNED:	09/23/2021
Total Attachments: 9	
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source=MDTPurchaseAgreement-RedactedForEPAS-EmbeddedForRecordation#page2.tif	
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of March 19, 2014, 2014 (the "Effective Date"), by HH Spinal LLC, a Delaware limited liability company ("HH Spinal"), and Medtronic Sofamor Danek USA, Inc. (on behalf of itself and its affiliate Warsaw Orthopedic, Inc.) ("MSD"), a Tennessee corporation.

WITNESSETH:

WHEREAS, MSD is the owner of certain inventions for use in spinal surgery, for which Dr. Steven C. Humphreys, M.D., and/or Dr. Scott C. Hodges, D.O., are the inventors or co-inventors (the Invention as defined below); and MSD desires to assign, transfer and convey the Inventions to HH Spinal, subject to payment of royalties.

WHEREAS, HH Spinal desires to acquire the Invention together with all associated intellectual property, including drawings of instruments and implants, now or hereafter existing, covering or related to the Invention from MSD, subject to payment of royalties.

NOW THEREFORE, in consideration of the foregoing and the agreements contained herein, and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

REDACTED

receipt of regulatory approvals necessary for the manufacture, importation, marketing, promotion and sale (as applicable) in such country.

"Intellectual Property" means the Invention, together with all associated intellectual property, including drawings of instruments and implants, now or hereafter existing, covering or related to the Invention.

"Invention" means the invention related to a spinal artificial disc that is implanted into the lumbar region of the spine from a posterior direction in multiple pieces in a bi-lateral arrangement, more particularly described in the patents and patent applications listed on Exhibit A.

REDACTED

"Product" means one or more implantable medical devices sold in commerce (a) manufactured by or for HH Spinal, which incorporates the Invention, and (b) the development, manufacture, use, or sale of which is covered by the Intellectual Property, and, but for the assignment made pursuant to this Agreement, would infringe or misappropriate one or more rights of and/or to the Intellectual Property.

"Quarter" means a three month period commencing on January 1, April 1, July 1 or October 1 of each year following the Effective Date.

2. Assignment of Inventions.

(a) Subject to the terms of this Agreement, MSD hereby agrees to transfer and assign to HH Spinal, and does hereby transfer and assign to HH Spinal, all of MSD's worldwide right, title and interest in and to the Invention and Intellectual Property.

REDACTED

(c) After the Effective Date of this Agreement, HH Spinal shall have the sole right to prepare, file and prosecute any United States and/or international patent applications relating to the Invention and/or Intellectual Property, including any patent applications corresponding to and claiming priority to any patent or patent application identified in Exhibit A hereto, in any country considered appropriate by HH Spinal. HH Spinal shall have no obligation to

REDACTED

(d) Subject to the terms of this Agreement and upon the Effective Date, MSD will execute and deliver to HH Spinal the form of Assignment attached hereto as Exhibit B (the "Assignment"), and sign such other documents and take such other actions as HH Spinal may reasonably request, without further compensation, to assist HH Spinal, in establishing title to such Invention and Intellectual Property or to obtain and enforce patent protection thereon.

3. Provision of Materials.

REDACTED

PAGES 4-6 REDACTED

REDACTED

8. Term and Termination.

(a) In addition to all other rights and remedies available at law or in equity, HH Spinal or MSD may terminate this Agreement upon ninety (90) days written notice to the other party ("Termination Notice") if the other party materially breaches any of such party's material obligations under this Agreement and fails to cure such breach within said ninety (90) day notice period.

(b) HH Spinal and MSD may terminate this Agreement at any time upon the mutual written agreement of HH Spinal and MSD. In the event of a termination of this Agreement pursuant to this Section 8(b), this Agreement shall be deemed terminated in all respects and none of the parties shall have any further obligations hereunder.

REDACTED

(d) This Agreement shall take effect as of the Effective Date and, subject to Section 4(a)(vii), shall remain in effect until the expiration of the last to expire of any U.S. patents arising from the Intellectual Property, unless sooner terminated in accordance with Sections 8(a) through 8(c).

9. Representations and Warranties.

(a) MSD represents and warrants that subject to Section 9(c), (i) the execution and delivery of this Agreement will not violate any provision of any other agreement to which MSD is a party, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement; (ii) MSD owns all right, title and interest in the Invention and Intellectual Property, free and clear of any and all liens, encumbrances, pledges, claims, or rights of any third party except those of MSD set forth herein and that the transfer and assignment of the Invention and all Intellectual Property by MSD to HH Spinal pursuant to this Agreement will not violate any right of any other third party.

(b) MSD represents and warrants that pursuant to this Agreement it is assigning to HH Spinal all of the Intellectual Property related to the Invention that MSD owns.

REDACTED

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors or permitted assigns of the parties hereto. No assignment is permissible without the proposed assignee under this Section 10 agreeing in writing to assume all of the obligations of the assignor party under this Agreement. Any purported assignment not in compliance with this Agreement shall be void.

11. Waiver. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way be construed to affect the validity of this Agreement or any part thereof or the right of the party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

12. Titles and Headings; Construction. Titles and headings to Sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

13. Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which together shall constitute one instrument.

15. Severability; Enforcement. If a court rules that any provision of this Agreement is not enforceable or is enforceable only to a limited extent, the parties intend that such provision be modified by the court to the extent necessary to make such provision enforceable or, if such provision is unable to be so modified, severed from this Agreement and the remaining provisions of this Agreement remain enforceable.

16. Complete Agreement; Effectiveness. This Agreement (including the Exhibits) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements relating to the subject matter, whether written or oral.

17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws, and United States federal law applicable to patents, copyrights, and trademarks.

18. Modification. This Agreement may be modified, amended or superseded only by a writing that is signed by the parties and that specifically refers to this Agreement by date and states specifically by section reference the portions of this Agreement that such writing is intended to modify, amend or supersede.

19. Notices. Required communications to the other party ("Notice") shall be in writing. Notice is made by delivery to the other party at its address below, with receipt acknowledged (or refusal to accept delivery established), in person or by a next-day mail or delivery service. The party entitled to Notice may waive it in writing. Notice is effective when received (or delivery acceptance is refused). A copy of the Notice (which shall not constitute Notice) shall be promptly sent by e-mail.

If to HH Spinal:

HH Spinal LLC
108 East Coral
Soldotna, AK 99669
Attn: Dr. Craig Humphreys
E-mail: candjhumphreys@gmail.com

If to MSD:

Medtronic Sofamor Danek USA, Inc.
2600 Sofamor Danek Drive
Memphis, TN 38132
Attn: President
E-mail: doug.king@medtronic.com

With a copy to:

Medtronic Sofamor Danek USA, Inc.
2600 Sofamor Danek Drive
Memphis, TN 38132
Attn: Vice President, RTG Group Counsel and
Chief Legal Counsel
E-mail: brian.w.ellis@medtronic.com

20. Definitional Provisions. The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provisions of this Agreement. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice-versa, and pronouns shall be read as masculine, feminine or neuter as the context requires.

21. Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE IN SECTION 9, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL), INCLUDING, WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OF ANY THIRD PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE INTELLECTUAL PROPERTY RIGHTS, THE

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PRODUCTS, THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE PATENT, OR SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, each of the parties has caused this Purchase Agreement to be executed in the manner appropriate for each as of the Effective Date.

Medtronic Sofamor Danek USA, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Signature]

Douglas J. King

SVP & President

3/19/2014

HH Spinal LLC

By: _____

Steven C. Humphreys, M.D.

Managing Director

Date: _____

March 11, 2014

APPROVED AS TO
LEGAL FORM

[Signature]
6 March 2014

EXHIBIT A

LISTING OF PATENTS AND PATENT APPLICATIONS

Medtronic matter #	Patent or Application	Jurisdiction	Status as of 11/22/2013
PC0001146.00	7,550,010	US	granted
PC0001146.15	12/484,725	US	pending
PC0001146.04	1711140	EP	issued/inactive
PC0001146.05	ZL200580004828.3	CN	granted
PC0001146.12	2005206133	AU	granted
PC0001146.13	2006/5553	ZA	granted
PC0001146.DEN21	60 2005 038 429.4	DE	granted
PC0001146.FRN20	1711140	FR	granted
P0021751.00	7,556,651	US	granted
P0021751.04	1711138	EP	issued/inactive
P0021751.05	2005206130	AU	granted
P0021751.06	ZL200580002181.0	CN	granted
P0021751.DEN7	60 2005 038 427.8	DE	granted
P0021751.FRN8	1711138	FR	granted
P0021743.00	7,875,077	US	granted
P0021743.04	1711135	EP	issued/inactive
P0021743.05	2005206119	AU	granted
P0021743.DEN8	60 2005 038 425.1	DE	granted
P0021743.FRN7	1711135	FR	granted
P0021756.00	7,901,459	US	granted
P0021756.04	1711141	EP	issued/inactive
P0021756.05	2005204563	AU	granted
P0021756.DEN7	60 2005 038 435.9	DE	granted
P0021756.FRN8	1711141	FR	granted
P0021769.00	7,771,479	US	granted
P0021769.09	8,372,150	US	granted
P0021769.04	1711139	EP	issued/inactive
P0021769.05	2005206132	AU	granted
P0021769.06	ZL 200580002046.6	CN	granted
P0021769.09	8,372,150	US	granted
P0021769.DEN11	60 2005 038 428.6	DE	granted
P0021769.FRN10	1711139	FR	granted
P0023399.00	7,635,389	US	granted
P0022637.00	7,811,326	US	granted

P0022637.03	1978898	EP	issued/inactive
P0022637.04	2007211165	AU	granted
P0022637.05	ZL 200780010039.X	CN	granted
P0022637.08	60 2007 012 659.2	DE	granted
P0022637.09	1978898	FR	granted
P0026464.01	11/839,821	US	pending
P0026464.04	2170224	EP	issued/inactive
P0026464.05	200880019129.X	CN	pending/allowed
P0026464.07	2008259888	AU	granted
P0026464.DEN10	60 2008 012 002.3	DE	granted
P0026464.FRN11	2170224	FR	granted
P0026032.00	8,118,873	US	granted
P0026032.02	2010-543156	JP	pending
P0026032.03	2247266	EP	issued/inactive
P0026032.04	200980102498.X	CN	pending
P0026032.05	10-2010-7017512	KR	pending
P0026032.06	2009205599	AU	granted
P0026032.DEN7	60 2009 014 153.8	DE	granted
P0026032.FRN8	2247266	FR	granted
P0024447.00	8,066,774	US	granted