

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6942256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH MICHAEL MEYER	04/15/2021
KEVIN ORBINE	09/29/2021
RECEIVING PARTY DATA	
Name:	K2M, INC.
Street Address:	600 HOPE PARKWAY SE
City:	LEESBURG
State/Country:	VIRGINIA
Postal Code:	20175
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17162357
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	(908) 654-5000
Email:	assignment@lerner david.com
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP
Address Line 1:	20 COMMERCE DR.
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ATTORNEY DOCKET NUMBER:	SPINE 3.0F-1078
NAME OF SUBMITTER:	LIZ SEMON
SIGNATURE:	/Liz Semon/
DATE SIGNED:	09/29/2021
Total Attachments: 2	
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**COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION (37 CFR 1.63) USING
AN APPLICATION DATA SHEET**

Attorney, Docket No. SPINE 3.0F-1078

Title of the Invention ("Invention") Flexible Interbody Implant

Legal Name of Inventor/Assignor ("Inventor/Assignor") Joseph Michael Meyer

Assignee ("Assignee") **K2M, Inc.**, a Corporation of the State of Delaware, United States, having its principal place of business 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 17/162,357
filed on 1/29/2021

(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. 62/970,258, filed 02/05/2020 ("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: *Joseph Meyer*
Printed: Joseph Meyer
Title: Project Engineer
Date: 04/12/2021

WITNESS

By: *Angie Cooke*
Printed: Angie Cooke
Title: Sr. RD Coordinator
Date: 4/12/2021

ASSIGNEE

By: *Joel Millets*
Printed: Joel Millets
Title: IP Agent
Date: 15 April 2021

WITNESS

By: *Angie Cooke*
Printed: Angie Cooke
Title: Sr. RD Coordinator
Date: 4/15/2021

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

Attorney, Docket No. SPINE 3.0F-1078

Title of the Invention ("Invention") Flexible Interbody Implant

Legal Name of Inventor/Assignor ("Inventor/Assignor") Kevin Orbine

Assignee ("Assignee") **K2M, Inc.**, a Corporation of the State of Delaware, United States, having its principal place of business 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

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filed on 1/29/2021

(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. 62/970,258, filed 02/05/2020 ("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: [Signature]

Printed: Kevin Orbine

Title: Staff Engineer

Date: 11-Aug-2021

WITNESS

By: [Signature]

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 11 Aug 2021

ASSIGNEE

By: [Signature]

Printed: Joel F. Millets

Title: IP Agent

Date: 29 September 2021

WITNESS

By: [Signature]

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 29 Sept 2021