

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/28/2017
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SABATINO BIANCO	08/11/2021
<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>
Patent Number:	10363142
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<b>NAME OF SUBMITTER:</b>	KATHLEEN REYNOLDS
<b>SIGNATURE:</b>	/Kathleen Reynolds/
<b>DATE SIGNED:</b>	12/13/2021
<b>Total Attachments: 1</b>	
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**CONFIRMATORY INVENTION AND PATENT ASSIGNMENT**

(by Inventor)

WHEREAS, I Sabatino Bianco M.D. ("Assignor") residing at 2801 W Pleasant Ridge Road, Arlington, Texas 76016, have invented certain new and useful improvements in:

Expandable Spinal Implants ("the Invention")

[x] for which a patent application was filed on December 10, 2015, in the country of United States Application Number 14/965,246 ("the Application")

[ ] for which a patent application for the country of \_\_\_\_\_ was executed by me on \_\_\_\_\_ ("the Application")

[ ] for which an International Patent Application was filed on \_\_\_\_\_, as \_\_\_\_\_, designating the country/region of \_\_\_\_\_ ("the Application")

WHEREAS, Assignor wishes to assign to **K2M, Inc.**, a corporation of Delaware, and having a place of business at 600 Hope Parkway SE, Leesburg, Virginia 20175, United States ("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, I as assignor, as of July 28, 2017, hereby confirm having sold, assigned, transferred and set over to Assignee, and to the extent not done previously, *nunc pro tunc*, hereby sell, assign, transfer and set over to Assignee, and Assignee did hereby accept, 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. 62/090,429 filed December 11, 2014, 62/158,470 filed May 7, 2015 and 62/206,779 filed August 18, 2015 ("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.

**ASSIGNOR**

By: S. Bianco  
 Printed: SABATINO BIANCO  
 Title: M.D.  
 Date: 7/29/2021

**WITNESS**

By: Laura S. Bianco  
 Printed: Laura S. Bianco  
 Title: Mayor  
 Date: 7/29/2021

**ASSIGNEE**

By: Joel Millets  
 Printed: Joel Millets  
 Title: IP Agent  
 Date: 11 August 2021

**WITNESS**

By: Angie Cooke  
 Printed: Angie Cooke  
 Title: Sr. RD Coordinator  
 Date: 08/11/2021