

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7164984

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|---|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT            |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                |
| <b>CONVEYING PARTY DATA</b>   |                           |
| <b>Name</b>   | <b>Execution Date</b>     |
| ZIMMER BIOMET SPINE INC.  | 02/04/2022                |
| <b>RECEIVING PARTY DATA</b>   |                           |
| <b>Name:</b>  | ZIMMER, INC.              |
| <b>Street Address:</b>  | 345 E. MAIN ST.           |
| <b>City:</b>  | WARSAW                    |
| <b>State/Country:</b>   | INDIANA                   |
| <b>Postal Code:</b>   | 46580                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |                           |
| <b>Property Type</b>  | <b>Number</b>             |
| <b>Patent Number:</b>   | 9907594                   |
| <b>Patent Number:</b>   | D635248                   |
| <b>CORRESPONDENCE DATA</b>  |                           |
| <b>Fax Number:</b>  | (303)863-0223             |
| <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>   | 3038639700                |
| <b>Email:</b>   | cjacquet@sheridanross.com |
| <b>Correspondent Name:</b>  | SHERIDAN ROSS P.C.        |
| <b>Address Line 1:</b>  | 1560 BROADWAY             |
| <b>Address Line 2:</b>  | SUITE 1200                |
| <b>Address Line 4:</b>  | DENVER, COLORADO 80202    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11031-2 DWS               |
| <b>NAME OF SUBMITTER:</b>   | DOUGLAS W. SWARTZ         |
| <b>SIGNATURE:</b>   | /Douglas W. Swartz/       |
| <b>DATE SIGNED:</b>   | 02/08/2022                |
| <b>Total Attachments: 4</b>   |                           |
| source=Pinwheel_Patent_Assignment_ZBSpine_to_Zinc#page1.tif   |                           |
| source=Pinwheel_Patent_Assignment_ZBSpine_to_Zinc#page2.tif   |                           |
| source=Pinwheel_Patent_Assignment_ZBSpine_to_Zinc#page3.tif   |                           |
| source=Pinwheel_Patent_Assignment_ZBSpine_to_Zinc#page4.tif   |                           |

## ASSIGNMENT

WHEREAS, Zimmer Biomet Spine Inc. an entity organized and existing under and by virtue of the laws of Delaware, United States of America, and having an office and place of business at 10225 Westmoor Dr Westminster, CO 80021 (hereinafter "Assignor"), is the owner of assets identified in Appendix A (hereinafter collectively "Patent Properties"), including all inventions and other subject matter described in the Patent Properties;

AND WHEREAS, Zimmer, Inc., an entity organized and existing under and by virtue of the laws of Delaware, United States of America, and having an office and place of business at 345 E. Main St. Warsaw, Indiana 46580, United States of America (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent Properties, including all inventions and other subject matter described therein, and any patent to be obtained in relation therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor hereby:

ASSIGNS, CONVEYS AND TRANSFERS to the Assignee the Assignor's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

said Patent Properties, including all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of said Patent Properties;

the right to claim priority to said Patent Properties in relation to subject matter based in whole or in part on said Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to said Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to said Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on said Patent Properties to the Assignee;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

COVENANTS, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Assignor shall (1) secure cooperation from all present and former employees and/or inventors contributing or having contributed to the Patent Properties; (2) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Patent Properties; (3) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Patent Properties; (4) communicate to the Assignee all facts known to the Assignor relating to the Patent Properties and the history thereof; (5) cooperate with the Assignee in any interference, reexamination, review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Patent Properties; and (6) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to said Patent Properties in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Patent Properties; and

COVENANTS, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions.

THIS AGREEMENT IS TO BE BINDING on the assigns, representatives, and successors of the Assignor, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED to by Assignor as of the Date of the Signature Below:

Assignor: Zimmer Biomet Spine, Inc.  
Signature: DocuSigned by: *cindy mitchell*  
BD2197C52F7B487...  
Printed Name: Cindy Mitchell  
Title: Sr. Patent Counsel  
Date: 04-Feb-2022

ACCEPTED by Assignee as of the Date of the Signature Below:

Assignee: Zimmer, Inc.  
Signature: DocuSigned by: *Joseph Topmiller*  
2C98D4D0DCE0478  
Printed Name: Joseph E. Topmiller  
Title: VP, Chief Patent Counsel  
Date: 04-Feb-2022

## Appendix A

| Patent / Pub No  | ZB REF NO  | COUNTRY | TITLE   |
|------------------|------------|---------|---|
| DE602009059037.5 | BI00638DE  | DE      | METHOD AND APPARATUS FOR DELIVERING BONE CEMENT |
| EP2413992        | BI00638EP  | EP      | METHOD AND APPARATUS FOR DELIVERING BONE CEMENT |
| GB2413992        | BI00638GB  | GB      | METHOD AND APPARATUS FOR DELIVERING BONE CEMENT |
| US9907594        | BI00595DIV | US      | METHOD AND APPARATUS FOR DELIVERING BONE CEMENT |
|                  | B092114    | EM      | BONE CEMENT DISPENSER                           |
| GB001168645-0001 | B092114    | GB      | BONE CEMENT DISPENSER                           |
| USD635248        | BI00595    | US      | BONE CEMENT DISPENSER                           |