

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7529758

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	507297213
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRIAN O'SHAUGHNESSY	11/01/2014
<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>
<b>Application Number:</b>	17749668
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	(908) 654-5000
<b>Email:</b>	assignment@lerner david.com
<b>Correspondent Name:</b>	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP
<b>Address Line 1:</b>	20 COMMERCE DR.
<b>Address Line 4:</b>	CRANFORD, NEW JERSEY 07016
<b>ATTORNEY DOCKET NUMBER:</b>	SPINE 3.0F-1035 DIV
<b>NAME OF SUBMITTER:</b>	LIZ SEMON
<b>SIGNATURE:</b>	/Liz Semon/
<b>DATE SIGNED:</b>	09/09/2022
<b>Total Attachments: 9</b>	
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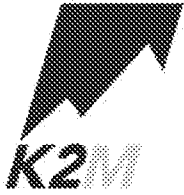
**To: United States Patent and Trademark Office**  
**From: Lerner David Littenberg Krumholz & Mentlik, LLP**  
**Date:**  
**Re: K2M Inc. and Its Relation to Stryker Corporation**

In November 2018, Stryker Corporation (“Stryker”) acquired K2M Group Holdings, Inc. (“K2M Inc.”). After that acquisition, Stryker has instructed that K2M Inc. be the applicant in certain patent applications it has filed.

A further redacted version of Brian O’Shaughnessy’s employment agreement is provided herewith and includes the following definition for the **“Company”** or **“Stryker”**:

2.1 The **“Company”** or **“Stryker”** means collectively, Stryker Corporation, including its subsidiaries, divisions, and affiliates and their respective successors, assigns, purchasers and acquirers, to which I may be transferred or by which I may be employed in the future, wherever located.

Thus, because K2M Inc. is a wholly owned subsidiary of Stryker due to the 2018 acquisition, K2M should be named the owner of the present application.



May 11, 2018

Brian O'Shaughnessy, MD  
708 Enquirer Ave  
Nashville, TN 37205

Dear Dr. O'Shaughnessy:

K2M has regarded your work on this development as covered by your Product Design and Advisory Agreement dated November 1, 2014 (the "PDA").

Your inventive contribution is covered by  
patent application 62/640,881 filed on March 9, 2018,

Sincerely

A handwritten signature in black ink, appearing to read "Eric Major".

Eric Major  
CEO/President

## PRODUCT DESIGN AND ADVISORY AGREEMENT

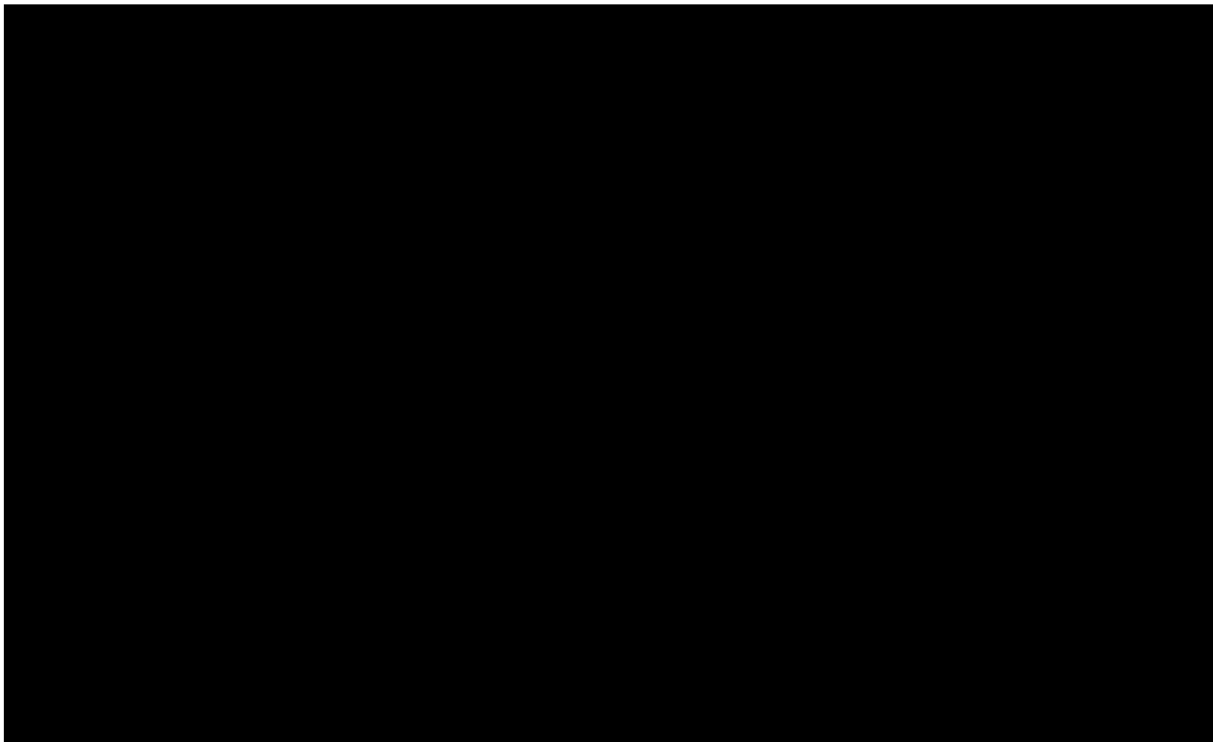
Brian O'Shaughnessy, MD  
2016 Sunset Hills Terrace  
Nashville, TN 37215

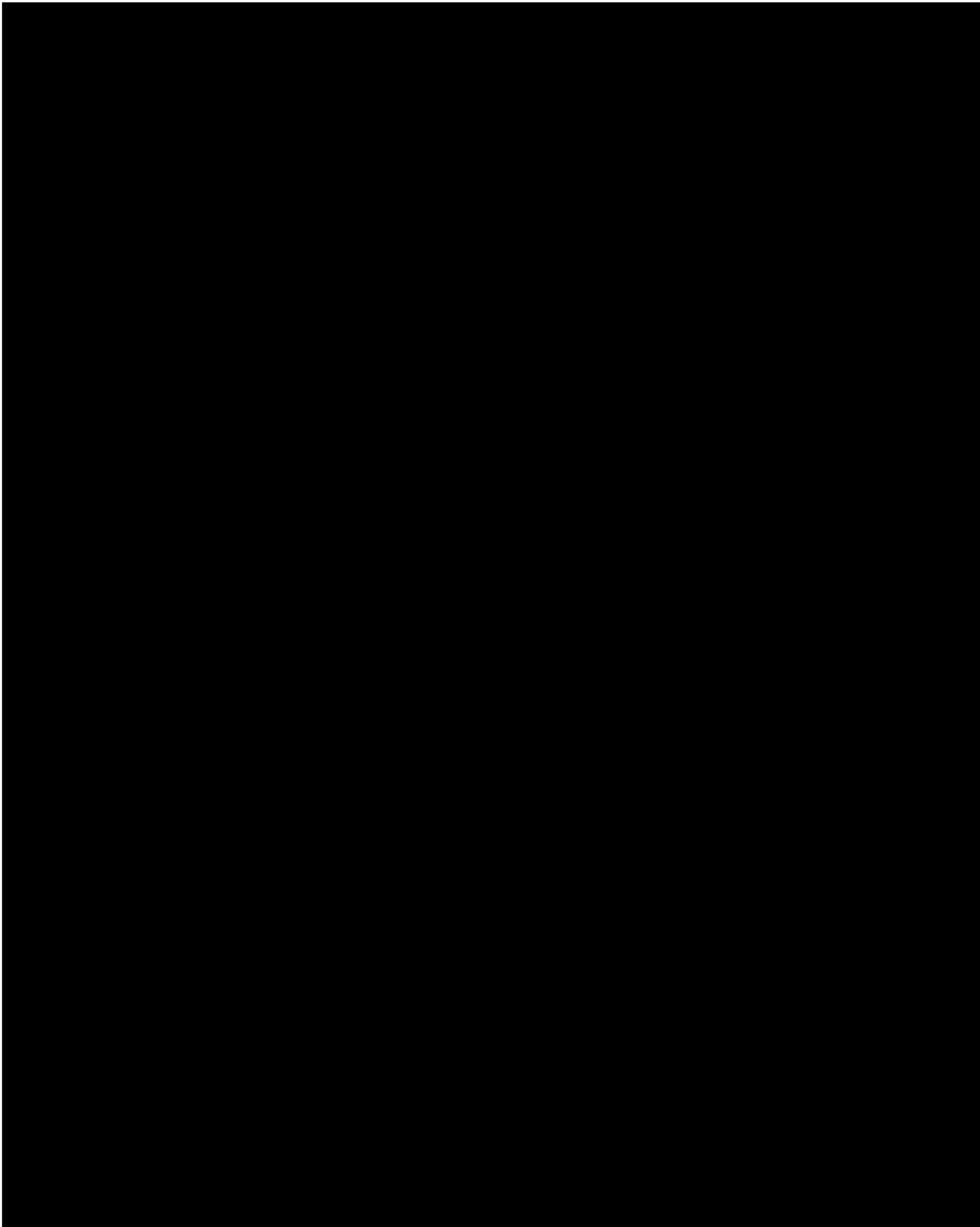
Dear Dr. O'Shaughnessy:

This letter agreement effective as of November 1, 2014 ("Effective Date"), sets forth the terms and conditions upon which you are retained by K2M, Inc. ("K2M") as a product advisor. K2M looks forward to your retention pursuant to the terms and conditions of this letter agreement (the "Agreement").

1. Services and Term. Your retention as an independent contractor to provide services on behalf of K2M is hereby confirmed under the terms and conditions of this Agreement. Your retention shall commence as of the Effective Date and continue until December 31, 2015 (the "Term"); provided, however, K2M may choose to extend the Term for twelve (12) month increments upon written notice to you prior to the expiration of the Term or any extension thereof. During the Term, you agree to perform the following services (collectively, the "Services") upon request from K2M:

Participate by phone in applicable product design teleconferences for K2Ms' Posterior Expandable Interbody Design Team (the "Design Team"). From time to time, participate in product development labs, product reviews, and in-person meetings to provide product development input and ideas for the Design Team.







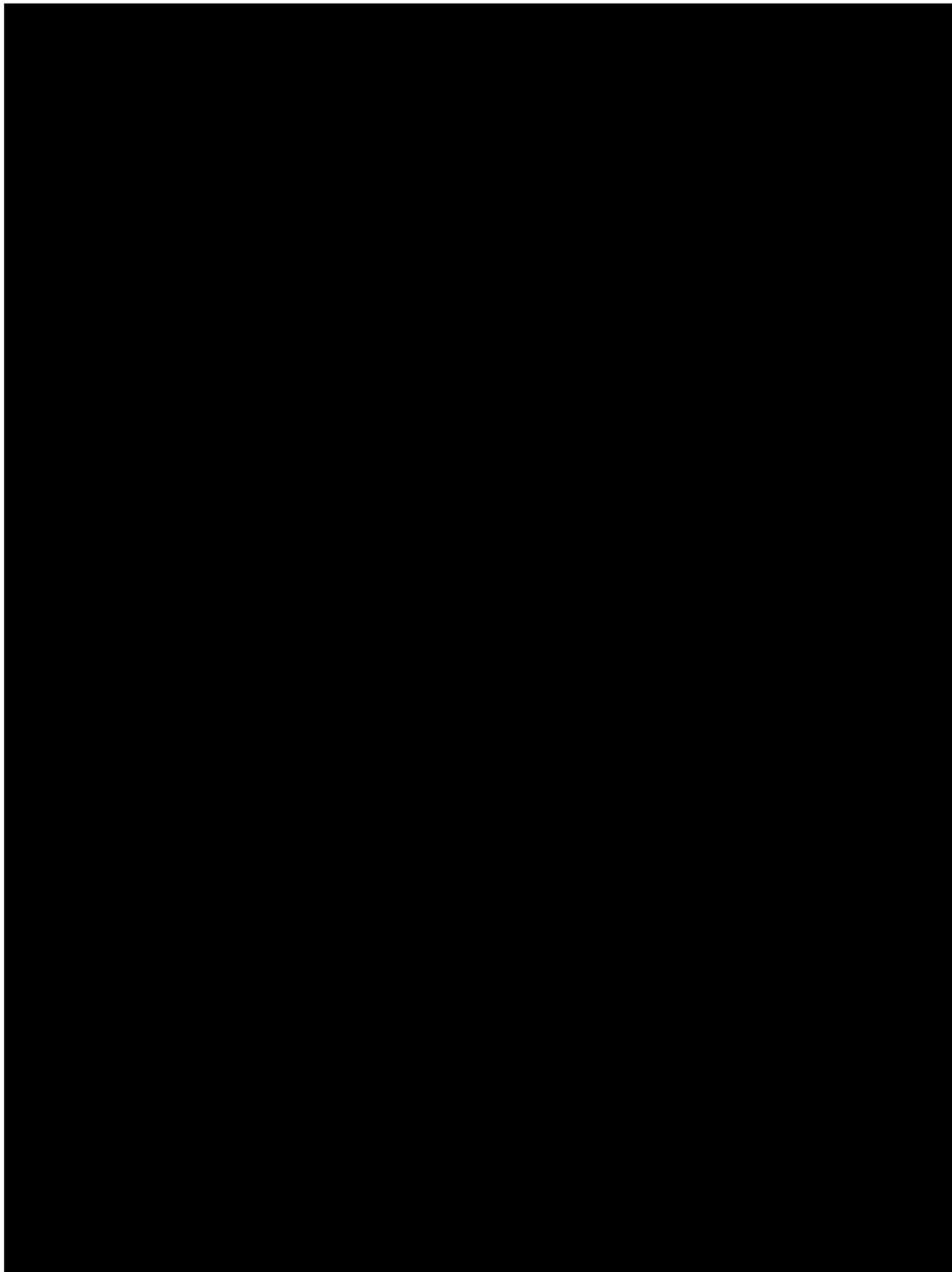
8. Ownership of Inventions.

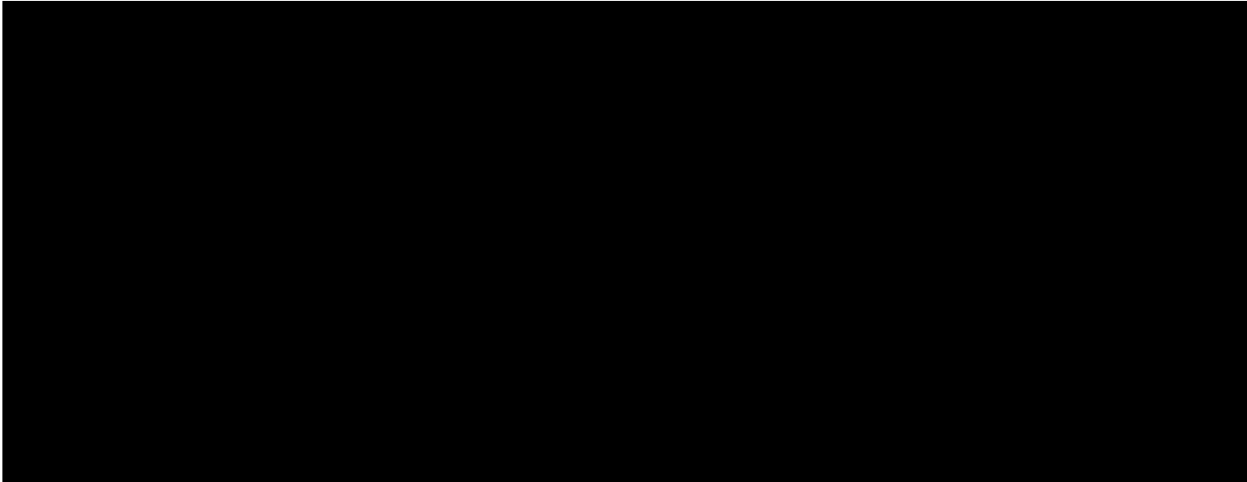
a. Ideas for products and inventions made or conceived by you outside of your performance of the Services shall remain your property ("Independent Inventions"). In the event you desire to disclose any Independent Invention to K2M, you agree to follow the disclosure policies and process of K2M. K2M or its assigns will own all rights, title and interests in any intellectual property that you develop or participate in the development of in the course of your performance of the Services ("Work Product"). You agree to cooperate with K2M, or its assigns, as applicable, in vesting such party with all rights, title and interests in any such Work Product, including, without limitation, executing such invention assignments and other customary or necessary documentation.

b. It is the intent of the parties that there is a clear distinction between Work Product, which you have an obligation to disclose and assign to K2M, and Independent Inventions, in which you retain all right, title and interest. In order to provide a clear distinction and to avoid any possible disputes between the parties in the future, you agree that it is your responsibility to secure a written disclosure agreement from K2M prior to your disclosure to K2M of any Independent Inventions. In the absence of a disclosure agreement, it shall be conclusively presumed that any and all disclosures by you to K2M shall constitute Work Product.

c. You hereby represent and warrant that your performance of the Services and assignment of Work Product to K2M does not, and will not, breach any agreement to which you are or become bound. You understand that your violation of the provisions of this Section may significantly adversely affect the value of the Services you provide hereunder, as well as the efforts of other product advisors of K2M with whom you collaborate. You agree that in the event you violate the provisions of this Section, in addition to any other rights or remedies available at law or in equity, K2M may seek and be entitled to injunctive relief against you.







Please indicate your agreement to the terms and conditions of this Agreement by signing below.

K2M, Inc.

By: Lee J. Ch  
Name: Lee J. Ch  
Title: Director, GC

Agreed to and accepted by:

Brian O'Shaughnessy  
Brian O'Shaughnessy, MD

Exhibit A

Surgeon Travel Compensation Policy

