

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7566183

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENVENUE (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC	12/14/2020
RECEIVING PARTY DATA		
Name:	SPINAL ELEMENTS, INC.	
Street Address:	3115 MELROSE DRIVE, SUITE 200	
City:	CARLSBAD	
State/Country:	CALIFORNIA	
Postal Code:	92010	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17206771
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET, 14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	QORTHO.157R1	
NAME OF SUBMITTER:	DEVANIE DUFOUR	
SIGNATURE:	/Devanie DuFour/	
DATE SIGNED:	09/29/2022	
Total Attachments: 6		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page1.tif		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page2.tif		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page3.tif		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page4.tif		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page5.tif		
source=Assignment (Benvenue to Spinal) - QORTHO.157R1#page6.tif		

EXHIBIT 9.1 (c)**Patent Assignment Agreement**

This Patent Assignment Agreement (the “**Assignment**”) is hereby entered into on December 14, 2020 (the “**Effective Date**”), by and between Benvenue (assignment for the benefit of creditors), LLC, a California limited liability company (the “**Seller**”), in its sole and limited capacity as assignee for the benefit of creditors of Benvenue Medical, Inc. (the “**Assignor**”), and Spinal Elements, Inc., a Delaware corporation (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of November 30, 2020, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept (i) the entire worldwide right, title and interest of Seller in and to each and all patents in the United States and in all foreign countries including, without limitation, corresponding Patent Cooperation Treaty patent applications and corresponding national patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including, without limitation, those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including, without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Assignment had not been made; (ii) the full and complete right to file patent applications in the name of the Seller or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as “**Patents**”).

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to

said Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

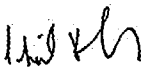
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

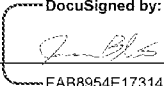
**Benvenue (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Benvenue Medical, Inc.**

By: 

Name: Michael A. Maidy

Title: Manager

Spinal Elements, Inc.

By: 
DocuSigned by:
EAB8954E17314C0...

Name: Jason Blain

Title: President and Chief Executive Officer

SCHEDULE A***Patents***

Item #	Owner of Record	Country	Application Number	Filing date	Status	Issued on	Due date
US 8,454,617	BMI	USA	12/035,298	2/21/2008	Issued	6/4/2013	N/A
US 8,470,043	BMI	USA	12/640,171	12/17/2009	Issued	6/25/2013	N/A
US 8,968,408	BMI	USA	13/869,075	4/4/2013	Issued	3/3/2015	N/A
US 9,161,773	BMI	USA	13/166,615	6/22/2011	Issued	10/20/2015	N/A
US 9,351,851	BMI	USA	13/804,847	3/14/2013	Issued	5/31/2016	N/A
US 9,480,574	BMI	USA	13/803,322	3/14/2013	Issued	11/1/2016	N/A
US 9,642,712	BMI	USA	14/613,551	2/4/2015	Issued	5/9/2017	N/A
US 9,827,031	BMI	USA	13/700,178	1/22/2013	Issued	11/28/2017	N/A
US 9,955,961	BMI	USA	15/157,457	5/18/2016	Issued	5/1/2018	N/A
US 10,022,243	BMI	USA	15/018,326	2/8/2016	Issued	7/17/2018	N/A
US 10,231,843	BMI	USA	15/276,147	9/26/2016	Issued	3/19/2019	N/A
US 10,285,821	BMI	USA	15/297,634	10/19/2016	Issued	5/14/2019	N/A
US 10,314,605	BMI	USA	14/792,956	7/7/2015	Issued	6/11/2019	N/A
US 10,426,629	BMI	USA	16/151,975	10/4/2018	Issued	10/1/2019	N/A
US 10,575,963	BMI	USA	15/994,050	5/31/2018	Issued	3/3/2020	N/A
JP 5371107	BMI	Japan	2009-551011	8/19/2009	Issued		9/27/2020

CA 2901806	BMI	Canada	2,901,806	2/28/2014	Issued		2/28/2021
CA 2,678,006	BMI	Canada	2,678,006	8/11/2009	Issued		2/20/2021
EPO2124778	BMI	EPO	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
BE2124778	BMI	Belgium	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
DE2124778	BMI	Germany	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
GB2124778	BMI	Great Britain	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
FR2124778	BMI	France	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
IT2124778	BMI	Italy	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
LU2124778	BMI	Luxembourg	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
NL2124778	BMI	Netherlands	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
ES2124778	BMI	Spain	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
CH2124778	BMI	Switzerland	8730402.8	9/18/2009	Issued	9/25/2019	2/20/2021
US 10,758,286	BMI	USA	15/927,460	9/01/2020	Issued		
US 10,709,577	BMI	USA	16/021,574	7/14/2020	Issued		
16/265,117	BMI	USA	16/265,117	2/1/2019	Abandoned		10/16/2020
16/366,381	BMI	USA	16/366,381	3/27/2019	Pending		11/23/2020
16/366,523	BMI	USA	16/366,523		Pending		waiting for OA
16/944,192	BMI	USA	16/944,192	7/31/2020	Abandoned		10/10/2020
PCT/US19/15386	BMI	PCT-EU	PCT/US19/15386	1/28/2019	Abandoned		8/29/2020

16/965,028	BMI	USA	PCT/US19/15386	7/27/2020	Pending		
PCT/US19/22632	BMI	PCT	62/644,101	3/15/2019	Abandoned		9/16/2020
17/023,312	BMI	USA	PCT/US19/22632	9/16/2020	Pending		
EP 2967682	BMI	EPO	14774767.9	10/14/2015	Pending		12/31/2020