

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7681728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMALL BONE LENGTHENING, LLC	12/06/2022
RECEIVING PARTY DATA	
Name:	NUVASIVE, INC.
Street Address:	7475 LUSK BOULEVARD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	11376043
Application Number:	16768670
Application Number:	17784300
Application Number:	16722141
Application Number:	17783853
Application Number:	62768819
Application Number:	62768814
Application Number:	17294418
Application Number:	17332022
Application Number:	63035262
Application Number:	63039973
CORRESPONDENCE DATA	
Fax Number:	(518)449-0047
<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:	5184490044
Email:	ptocommunications@hoffmanwarnick.com, mpaul@hoffmanwarnick.com
Correspondent Name:	HOFFMAN WARNICK LLC
Address Line 1:	540 BROADWAY
Address Line 2:	4TH FLOOR

Address Line 4: ALBANY, NEW YORK 12207	
ATTORNEY DOCKET NUMBER:	NUVASIVE GENERAL
NAME OF SUBMITTER:	JAYME M. TORELLI
SIGNATURE:	/Jayme M. Torelli/
DATE SIGNED:	12/07/2022
Total Attachments: 6 source=Assignment-SmallBoneLengthening-NuVasive#page1.tif source=Assignment-SmallBoneLengthening-NuVasive#page2.tif source=Assignment-SmallBoneLengthening-NuVasive#page3.tif source=Assignment-SmallBoneLengthening-NuVasive#page4.tif source=Assignment-SmallBoneLengthening-NuVasive#page5.tif source=Assignment-SmallBoneLengthening-NuVasive#page6.tif	

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Assignment") is entered into effective as of December 6, 2022, by and between **SMALL BONE LENGTHENING, LLC**, a Delaware limited liability company (f/k/a Piezo-Ortho, LLC) ("Assignor") and **NUVASIVE, INC.**, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 22, 2022 (the "Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, cause the sale, conveyance, transfer, assignment and delivery to Assignee of Assignor's right, title, and interest in and to the Acquired Patent Assets for consideration and upon the terms and conditions set forth in the Purchase Agreement; and

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest to the Acquired Patent Assets set forth in Schedule 1.1(a) to this Assignment in any country or region, together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Acquired Patent Assets, including the rights to sue for and remedies against past, present and future infringements, unauthorized use or disclosure, misappropriations or conflicts of any Acquired Patent Assets, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Acquired Patent Assets and to issue any and all patents or certificates of invention which may be granted upon any of the Acquired Patent Assets in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or

more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Acquired Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights, remedies, obligations or liabilities of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

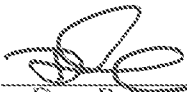
9. Governing Law. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of Legal Requirements of any jurisdiction other than the State of Delaware.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNOR:

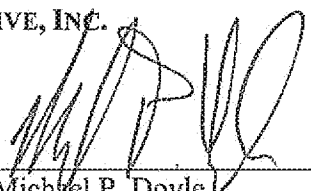
SMALL BONE LENGTHENING, LLC

By: 
Name: Dror Paley
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNEE:

NUVASIVE, INC.

By: 
Name: Michael P. Doyle
Title: VP, Intellectual Property

SCHEDULE 1.1(A)

Acquired Patent Assets

Title (English)	Jurisdiction	Application No.	Application Date	Publication/Patent No.
Implantable distraction Device	Europe	17306662.2	November 30, 2017	EP 3491998
	Germany	17306662.2	November 30, 2017	DE 602017035609
	Spain	17306662.2	November 30, 2017	ES 2875309
	France	17306662.2	November 30, 2017	3491998
	United Kingdom	17306662.2	November 30, 2017	3491998
	Ireland	17306662.2	November 30, 2017	3491998
	Italy	17306662.2	November 30, 2017	3491998
	Poland	17306662.2	November 30, 2017	PL 3491998
	United States	15/947,495	April 6, 2018	US 11,376,043
	PCT	PCT/EP2018/083216	November 30, 2018	WO 2019106183
	Australia	2018374527	November 30, 2018	AU 2018374527
	Brazil	112020010922	November 30, 2018	BR 112020010922
	Canada	3083826	November 30, 2018	CA 3083826
	China	201880085860.6	November 30, 2018	CN 111629656
	India	202017024460	June 10, 2020	IN 202017024460
	Japan	2020547306	November 30, 2018	JP 2021504089
	United States	16/768670	November 30, 2018	US 20210186563
Connected implant with reflector	Europe	19306734.5	December 20, 2019	EP 3838118
	PCT	PCT/EP2020/087253	December 18, 2020	WO 2021/123331
	Australia	2020406228	December 18, 2020	AU2020406228A1
	Europe	20 838 473.5	December 18, 2020	Unpublished
	China	202080088313.0	December 18, 2020	Unpublished
	South Korea	10-2022-7023097	December 18, 2020	Unpublished
	Japan	2022537890	December 18, 2020	Unpublished
	USA	17/784,300	December 18, 2020	Unpublished
Distraction device with reflector	United States	16/722141	December 20, 2019	US 20210186643
	United States	17/783,853	June 9, 2022	Unpublished

	Australia	AU2020409830A1	December 18, 2020	AU 2020409830
	PCT	PCT/EP2020/087261	December 18, 2020	WO 2021123339
	Europe	2020838977.5	December 18, 2020	
	China	202080087919.2	December 18, 2020	
	South Korea	10-2022-7023098	December 18, 2020	
	Japan	2022-538099	December 18, 2020	
Bone distraction devices and methods of using same	United States	62/768,819	November 16, 2018	<i>Unpublished</i>
	United States	62/768,814	November 16, 2018	<i>Unpublished</i>
	PCT	PCT/US2019/061893	November 16, 2019	WO 2020102784
	United States	17/294,418	November 16, 2019	US 20220015751
Bone Elongating Devices and Methods of Use	United States	17/332022	May 27, 2021	<i>Unpublished</i>
	PCT	PCT/IB2022/054908	May 25, 2022	Unpublished
Dynamic interbody fusion devices	United States	63/035,262	June 5, 2020	Unpublished
	PCT	PCT/IB2021/054947	June 6, 2021	WO 2021245633
Intelligent assessment and analysis of medical patients	United States	63/039,973	June 16, 2020	<i>Unpublished</i>
	PCT	PCT/IB2021/055290	June 16, 2021	WO 2021255652