

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7867019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN SNIDER	01/18/2008
AMANDA BLOOM	08/03/2009
RECEIVING PARTY DATA	
Name:	NUVASIVE, INC.
Street Address:	7475 LUSK BOULEVARD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15047049
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ip@nuvasive.com
Correspondent Name:	NUVASIVE, INC.
Address Line 1:	7475 LUSK BOULEVARD
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	P01628US02
NAME OF SUBMITTER:	CEDRIC TCHAKOUNTE
SIGNATURE:	/Cedric Tchakounte/
DATE SIGNED:	03/27/2023
Total Attachments: 15	
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NUVASIVE, INC.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and constitutes an agreement (the "Agreement") between Nuvasive, Inc., a Delaware corporation (the "Company") and me. In consideration of my employment or consulting relationship with the Company (the "Service Relationship"), I hereby agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business. "Proprietary Information" includes, but is not limited to, information about cell lines, reagents, antibodies, circuits, mask works, layouts, algorithms, trade secrets, computer programs, designs, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, the salaries and terms of compensation of employees, customers and other information concerning the Company's actual or anticipated business or research and development, or which is received in confidence by or for the Company from any other person. I understand that the Service Relationship creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

2. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

3. In consideration of the Service Relationship, I hereby agree as follows:

a. All Proprietary Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information. At all times, both during the Service Relationship and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as required in connection with the performance of my duties for the Company. Disclosure restrictions of this Agreement shall not apply to any information that I can document is generally known to the public

through no fault of mine. I understand that nothing contained herein will prohibit an employee from disclosing to anyone the amount of his or her wages.

b. All Company Materials shall be the sole property of the Company. I agree that during my Service Relationship, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as required in connection with the performance of my duties for the Company. I further agree that, immediately upon the termination of the Service Relationship by me or by the Company, for any reason (or during the Service Relationship, if so requested by the Company), I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

c. I will promptly disclose in writing to an officer of the Company or any person or persons designated by the Company Board of Directors, all "Inventions" (which term includes improvements, inventions, works of authorship, trade secrets, technology, mask works, circuits, layouts, algorithms, cell lines, reagents, antibodies, computer programs, formulas, compositions, ideas, designs, processes, techniques, know-how and data, whether or not patentable) made or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of the Service Relationship, and which relate to the Business (as defined in the following sentence). The "Business" shall mean the business of designing, developing, manufacturing, and marketing surgical systems and instruments for minimally invasive head, neck and spine procedures.

d. I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during the Service Relationship, and which relate to the Business shall be the sole property of the Company to the maximum extent permitted by law, including Section 2870 of the California Labor Code, if applicable, a copy of which is attached and I hereby assign such Inventions and all Rights therein to the Company. The Company shall be the sole owner of all Rights in connection therewith. To the extent Labor Code section 2870 is applicable, no assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by Labor Code section 2870.

e. I agree to perform, during and after the Service Relationship, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing the Company's Rights and/or my assignment with respect to any Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. Any assignment of copyright hereunder includes all rights of

paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company.

g. To avoid any confusion, I may, at my option, attach hereto a list of existing Inventions to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement.

h. During the term of the Service Relationship, and for two (2) years thereafter, I will not encourage or solicit any employee or consultant of the Company to leave the Company for any reason. However, this obligation shall not affect any responsibility I may have as an officer of the Company with respect to the bona fide hiring and firing of Company personnel.

i. I agree that during the Service Relationship with the Company, I will not engage in any employment, business, or activity that is in any way competitive with the Business, and I will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the Business. The provisions of this paragraph shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time.

j. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to the Service Relationship. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with the Service Relationship.

4. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate the Service Relationship at any time, for any reason, with or without cause.

5. I agree that this Agreement does not purport to set forth all of the terms and conditions of the Service Relationship, and that as an employee of and/or consultant to the Company I have obligations to the Company which are not set forth in this Agreement.

6. I agree that my obligations under paragraphs 3(a) through 3(e) and paragraph 3(g) of this Agreement shall continue in effect after termination of the Service Relationship, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

7. I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the

conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

8. I acknowledge that any disclosure or unauthorized use of Proprietary Information will constitute a material breach of this Agreement and cause substantial harm to the Company for which damages would not be a fully adequate remedy, and, therefore, in the event of any such breach, in addition to other available remedies, the Company shall have the right to obtain injunctive relief to enforce the terms of this Agreement.

9. Any disagreement between the parties relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in San Diego County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

10. This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

11. This Agreement can only be modified by a subsequent written agreement executed by a duly authorized officer of the Company and me.

Dated: 1/18/08

Brian Snider
Signature

Brian Snider
Name (Please Print)

ACCEPTED AND AGREED TO:

NUVASIVE, INC.

By: Kristen J. Wang

Title: HR ~~ISS~~ Coordinator

ATTACHMENT A

1. The following is a list of Inventions relevant to the subject matter of the services I will be providing Nuvasive, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to the Service Relationship that I desire to clarify are not subject to the Company's Proprietary Information and Inventions Agreement.

No Inventions

See below:

Additional sheets attached

2. I propose to bring to the Service Relationship the following materials and documents of a former employer:

No materials or documents

See below:

Date: 11/18/08

Brian Snider
Signature

Brian Snider
Name (Please Print)

ATTACHMENT B

Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

NUVASIVE, INC.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and constitutes an agreement (the "Agreement") between Nuvasive, Inc., a Delaware corporation (the "Company") and me. In consideration of my employment or consulting relationship with the Company (the "Service Relationship"), I hereby agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business. "Proprietary Information" includes, but is not limited to, information about cell lines, reagents, antibodies, circuits, mask works, layouts, algorithms, trade secrets, computer programs, designs, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, the salaries and terms of compensation of employees, customers and other information concerning the Company's actual or anticipated business or research and development, or which is received in confidence by or for the Company from any other person. I understand that the Service Relationship creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

2. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

3. In consideration of the Service Relationship, I hereby agree as follows:

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through no fault of mine. I understand that nothing contained herein will prohibit an employee from disclosing to anyone the amount of his or her wages.

b. All Company Materials shall be the sole property of the Company. I agree that during my Service Relationship, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as required in connection with the performance of my duties for the Company. I further agree that, immediately upon the termination of the Service Relationship by me or by the Company, for any reason (or during the Service Relationship, if so requested by the Company), I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

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conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

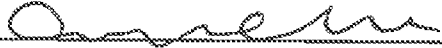
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9. Any disagreement between the parties relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in San Diego County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

10. This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

11. This Agreement can only be modified by a subsequent written agreement executed by a duly authorized officer of the Company and me.

Dated: 2/23/09


Signature

Amanda Bloom
Name (Please Print)

ACCEPTED AND AGREED TO:

NUVASIVE, INC.

By: 

Title: Front Desk Assistant

ATTACHMENT A

1. The following is a list of Inventions relevant to the subject matter of the services I will be providing Nuvasive, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to the Service Relationship that I desire to clarify are not subject to the Company's Proprietary Information and Inventions Agreement.

No Inventions

See below:


Additional sheets attached

2. I propose to bring to the Service Relationship the following materials and documents of a former employer:

No materials or documents

See below:

Date: AV60309


Signature

AMANDA BLOOM
Name (Please Print)

ATTACHMENT B

Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.