

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NuVasive, Inc.		03/25/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stichting Society of Lateral Access Surgery		
<b>Street Address:</b>	10755 Scripps Poway Pkwy, #502		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92131		
<b>Entity Type:</b>	Foundation: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3721898	SOLAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8589091845		
<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>	8589091845		
<b>Email:</b>	ip@nuvasive.com		
<b>Correspondent Name:</b>	Rory Schermerhorn		
<b>Address Line 1:</b>	7475 Lusk Blvd.		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Rory Schermerhorn		
<b>SIGNATURE:</b>	/Rory Schermerhorn/		
<b>DATE SIGNED:</b>	06/02/2016		
<b>Total Attachments: 6</b>			
source=2016-03-25_Trademark and Domain Contribution Agreement (redacted)_TM0056#page1.tif			
source=2016-03-25_Trademark and Domain Contribution Agreement (redacted)_TM0056#page2.tif			
source=2016-03-25_Trademark and Domain Contribution Agreement (redacted)_TM0056#page3.tif			
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## TRADEMARK AND DOMAIN CONTRIBUTION AGREEMENT

This **TRADEMARK AND DOMAIN CONTRIBUTION AGREEMENT** (this “**Contribution Agreement**”), dated as of 25 March 2016, is made by and between **NuVasive, Inc.** (“**Assignor**”), a Delaware corporation, located at 7475 Lusk Boulevard, San Diego, California 92121, and the **Stichting Society of Lateral Access Surgery** (“**Assignee**”), a Dutch foundation (*stichting*) with its corporate seat in The Hague, registered with the commercial register of the Dutch Chamber of Commerce under number 855611911.

WHEREAS, Assignor desires to donate, convey, transfer and assign to Assignee certain trademarks and internet domain names held by Assignor pursuant to the terms of this Contribution Agreement and to utilize this Contribution Agreement for purposes of recording such assignment and transfer with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office (“**USPTO**”); and

WHEREAS, Assignee has obtained, and currently holds, the status of public benefit organization (*algemene nut beogende instelling*) according to Dutch tax law.

NOW THEREFORE, the parties agree as follows:

1. **Donation, Assignment and Acceptance.** Assignor hereby irrevocably donates, conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks and Internet Domain Names**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and Internet Domain Names:
  - (a) the trademarks, trademark registrations and trademark applications set forth on **SCHEDULE 1** hereto and all issuances, extensions and renewals thereof;
  - (b) registrations of the internet domain names set forth on **SCHEDULE 2** hereto, whether or not incorporating Assignor’s trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;
  - (c) all licenses and similar contractual rights (if any) with respect to any of the foregoing granted by Assignor to any third party (“**Licenses**”);
  - (d) any and all royalties, fees, income, payments and other proceeds (if any) now or hereafter due or payable with respect to any and all of the foregoing;
  - (e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
  - (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach

or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal, state or foreign government officials to record and register this Contribution Agreement upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks and Internet Domain Names including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on SCHEDULE 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.
3. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:
  - (a) All required filings and fees related to the trademark registrations and applications listed on SCHEDULE 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.
  - (b) Assignor owns all right, title and interest in and to the Assigned Trademarks and Internet Domain Names, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Internet Domain Names and Assignor's ownership and use thereof.
4. **Assumption of Licenses.** Assignee hereby accepts Assignor's assignment of the Licenses and assumes all of Assignor's duties and obligations under the Licenses (if any) and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Licenses accruing on and after the date hereof.
5. **Disclaimers.** Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks and Internet Domain Names.
6. **General.**
  - (a) **Entire Agreement.** This Contribution Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to

the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

- (b) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) **Governing Law.** All matters arising out of or relating to this Contribution Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the Country of the Netherlands or any other jurisdiction).
- (d) **Counterparts.** This Contribution Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contribution Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contribution Agreement.

*{Signature Page Follows}*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Contribution Agreement as of the date first above written.

NUVASIVE, INC.

STICHTING SOCIETY OF LATERAL ACCESS  
SURGERY

By: \_\_\_\_\_  
Name: James Garrett  
Title: VP, Associate General Counsel

By: \_\_\_\_\_  
Name: G. BRYAN CORNWALL, PhD  
Director

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Director

**SCHEDULE 1**

**Assigned Trademarks**

SOLAS

USPTO Serial Number: 77734760  
USPTO Registration Number: 3721898  
USPTO Word Mark: SOLAS  
USPTO Filing Date: 2009-05-12  
USPTO Registration Date: 2009-12-08

International Registration No.: 1037668  
International Word Mark: SOLAS  
Registration Date: 2009-11-12

SCHEDULE 2

Assigned Domain Names

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]