

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609158

<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>
Stichting Society of Lateral Access Surgery		11/04/2020	Corporation: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Society for Minimally Invasive Spine Surgery		
<b>Street Address:</b>	301 County Farm Road		
<b>Internal Address:</b>	Suite L		
<b>City:</b>	Wheaton		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60187		
<b>Entity Type:</b>	Non-Profit Corporation: NEVADA		
<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>	6306689218		
<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>	6306688500		
<b>Email:</b>	kcarrara@rathjewoodward.com		
<b>Correspondent Name:</b>	Kevin M Carrara		
<b>Address Line 1:</b>	300 E. Roosevelt Road		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Wheaton, ILLINOIS 60187		
<b>NAME OF SUBMITTER:</b>	Kevin M Carrara		
<b>SIGNATURE:</b>	/Kevin M Carrara/		
<b>DATE SIGNED:</b>	11/17/2020		
<b>Total Attachments: 4</b>			
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OP \$40.00 3721898



Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (the “Agreement”) is entered into and made effective as of November 4, 2020 by and between SOCIETY OF LATERAL ACCESS SURGERY, a California nonprofit public benefit corporation, and STICHTING SOCIETY OF LATERAL ACCESS SURGERY FOUNDATION (collectively, “Assignor”) and SOCIETY FOR MINIMALLY INVASIVE SPINE SURGERY, a Nevada nonprofit corporation (“Assignee”), with a principal place of business at 301 S. County Farm Road, Suite L, Wheaton, IL 60187.

Recitals

A. Assignor is the current owner of the entire right, title, and interest in and to certain United States trademarks (the “Trademarks”) listed in Appendix A to this Agreement.

B. Assignor is the current owner of related intellectual property (the “Intellectual Property”) listed in Appendix B to this Agreement.

C. In accordance with that certain Grant Agreement dated November 4, 2020 by and between Assignor as Grantor and Assignee as Grantee (the “Grant Agreement”), Assignor wishes to transfer ownership of the Trademarks and Intellectual Property to Assignee.

In consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Assignor and Assignee, the parties agree as follows:

Agreement

1. Recitals. The Recitals are true and accurate and incorporated herein by reference.
2. Assignment. Assignor hereby assigns to Assignee, and Assignee accepts from Assignor, all right, title, and interest in and to the aforementioned Trademarks and Intellectual Property, including but not limited to all of Assignor’s rights in the United States and worldwide in and to said Trademarks and Intellectual Property; all copyrights in and related to said Trademarks and Intellectual Property; all common law rights to the Trademarks and Intellectual Property; the right to file for protection of trademarks based on the Trademarks and/or Intellectual Property throughout the world; and the goodwill of the business associated with the Trademarks and Intellectual Property free and clear of all liens, encumbrances, security agreements, equities, claims, charges, option, pledges, restrictions, or other encumbrances. Subject to the representations, warranties and indemnification obligations of Assignor in the Grant Agreement, as of the date of this Agreement, Assignee will become responsible for all ongoing costs associated with the prosecution of the Trademarks identified in Appendix A and maintenance of the Intellectual Property identified in Appendix B.
3. Execution. Assignor agrees to perform any and all acts and to execute all documents necessary for Assignee to perfect its ownership in and to the Trademarks and Intellectual Property.

4. Miscellaneous Provisions.

4.1 Integration. This Agreement and its accompanying Appendices A and B, and the Grant Agreement, comprise the entire agreement and understanding of the parties with respect to the Trademarks and Intellectual Property. This Agreement supersedes any and all previous agreements, except the Grant Agreement, and may only be modified with the written consent of both parties.

4.2 Severability. Any provision of this Agreement that is found to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement or rendering any provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.


4.3 Choice of Law. This Agreement shall be interpreted and enforced under and in accordance with the laws of the State of California.

4.4 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile or electronic signatures of parties hereto shall be acceptable for all purposes.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of November 4, 2020.

ASSIGNOR:

Society of Lateral Access Surgery

By:   
Name: Thomas A. Purcell, CAE  
Title: Executive Director

Stitching Society of Lateral Access  
Surgery Foundation

By:   
Name: Thomas A. Purcell, CAE  
Title: Executive Director

ASSIGNEE:

Society for Minimally Invasive  
Spine Surgery

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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ASSIGNOR:

Society of Lateral Access Surgery

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Stitching Society of Lateral Access  
Surgery Foundation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

Society for Minimally Invasive  
Spine Surgery

By: Nancy Henkel  
Name: Nancy Henkel  
Title: Executive Director

APPENDIX A  
Trademarks

U.S. Trademark Registration No. 3721898; International Registration No. 1037668 for the service mark "SOLAS"