

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626057

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900586932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMDS LLC		11/02/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	AMPLIFY SURGICAL, INC.		
Street Address:	27071 CABOT ROAD		
Internal Address:	SUITE 118		
City:	LAGUNA HILLS		
State/Country:	CALIFORNIA		
Postal Code:	92653		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87198136	DUALX	
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>			
Phone:	8016770700		
Email:	angela@maywoodip.com		
Correspondent Name:	David Meibos - Maywood IP Law		
Address Line 1:	6800 North 2400 West		
Address Line 4:	Amalga, UTAH 84335		
ATTORNEY DOCKET NUMBER:	IMDS-TM14		
NAME OF SUBMITTER:	David Meibos		
SIGNATURE:	/David Meibos/		
DATE SIGNED:	02/12/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
PURSUANT TO SECTION 2.2
CONCERNING THE EXCLUSIVELY LICENSED CT-MEDICAL TECHNOLOGY

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of November 2, 2020, is made by IMDS LLC, having a place of business at 560 West Golf Course Road, Providence, Utah 84332, USA, together with its parent company Lincotek Medical LLC having a place of business at 9800 Hillwood Parkway, Suite 140, Fort Worth, Texas 76177, and its subsidiaries and each of their respective predecessor entities (the "**Assignor**"), in favor of Amplify Surgical, Inc., having a place of business at 27071 Cabot Road, Suite 118, Laguna Hills, CA 92653 (the "**Assignee**") pursuant to that License Agreement by and between Assignee and Assignor, dated as of October 9, 2017 (the "**License Agreement**").

WHEREAS, under the terms of the License Agreement, upon fulfillment of certain conditions, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; and

(c) the copyright registrations and/or applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**").

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary or advisable to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the License Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the License Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the License Agreement and the terms hereof, the terms of the License Agreement shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

7/2/04

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of November 2, 2020.

IMDS, LLC

By: 

Name: Michael T. Meggs
Title: President

LINCOTEK MEDICAL LLC

By: 

Name: Michael T. Meggs
Title: President

AGREED TO AND ACCEPTED:

AMPLIFY SURGICAL, INC.

By: 

Name: Andy W. Choi
Title: CEO

SCHEDULE 1

DATE FILED	APPLICATION NUMBER	PATENT or PUBLICATION NUMBER	TITLE	STATUS	COUNTRY
Feb 14, 2011	61442482	N/A	EXPANDABLE INTERVERTEBRAL SPACER WITH SCISSOR JACK MECHANISM	Expired	US
Nov 1, 2011	61554374	N/A	EXPANDING FUSION CAGE	Expired	US
Feb 14, 2012	13396287	US8628576	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	US
Feb 14, 2012	PCT/US2012/025107	WO2012112596	EXPANDABLE INTERVERTEBRAL IMPLANTS	Expired	WO
Feb 14, 2012	12705758.6	EP2693989	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	EP
Feb 14, 2012	12705758.6	EP2693989	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	DE
Feb 14, 2012	12705758.6	EP2693989	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	FR
Feb 14, 2012	12705758.6	EP2693989	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	GB
Aug 27, 2012	61693594	N/A	INTERBODY FUSION DEVICES, INSTRUMENTS AND METHODS	Expired	US
Aug 27, 2013	14011354	US9308099	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	US
Mar 11, 2014	61951001	N/A	EXPANDING INTERVERTEBRAL BODY FUSION	Expired	US
Aug 26, 2014	PCT/US2014/052587	WO2015031291	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Expired	WO
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	EP
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	BE
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	CH
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	DE

SCHEDULE 1

Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	FR
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	GB
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	IE
Aug 26, 2014	14766576.4	EP3038566	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	NL
Aug 26, 2014	14912586	US10201431	EXPANDABLE INTERVERTEBRAL IMPLANTS AND INSTRUMENTS	Issued	US
Aug 25, 2015	62209604	N/A	EXPANDABLE INTERVERTEBRAL IMPLANT	Expired	US
Aug 23, 2016	15244446	US10105238	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	US
Jul 23, 2018	16043116	US20180344476	EXPANDABLE INTERVERTEBRAL IMPLANTS	Pending/NoA	US
Aug 23, 2016	PCT/US2016/048222	WO2017035155	EXPANDABLE INTERVERTEBRAL IMPLANTS	Expired	WO
Aug 23, 2016	2016800479634	CN108024860	EXPANDABLE INTERVERTEBRAL IMPLANTS	Issued	CN
Aug 23, 2016	16766412.7	EP3340938	EXPANDABLE INTERVERTEBRAL IMPLANTS	Pending	EP
Aug 23, 2016	2018510401	JP2018525131	EXPANDABLE INTERVERTEBRAL IMPLANTS	Pending	JP
Oct 25, 2016	62412781	N/A	METHOD AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Expired	US
Oct 25, 2017	15793950	US20180110629	METHODS AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Pending	US
Oct 25, 2017	PCT/US2017/058375	WO2018081322	METHODS AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Expired	WO
Oct 25, 2017	201780080136X	CN110114040	METHOD AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Pending	CN
Oct 25, 2017	17811393.2	EP3531983	METHOD AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Pending	EP

1/1/17

SCHEDULE 1

Oct 25, 2017	2019522580	JP2019532758	METHOD AND INSTRUMENTATION FOR INTERVERTEBRAL CAGE EXPANSION	Pending	JP
Jan 29, 2018	62623278	N/A	EXPANDING FUSION CAGES	Expired	US
Jan 29, 2019	16261383	US20190231548	EXPANDING FUSION CAGES	Pending	US

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SCHEDULE 2

Oct 10, 2016	87198136	US5788186	DUALX	Registered	US
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