

05-28-1999



Attorney Docket No. 8793-43414

101048857

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE THE PATENT APPLICATION OF: L. Daniel Eaton

Ser. No.:

Filed: Herewith

For: Alloplastic Vertebral Disk Replacement

Assistant Commissioner for Patents  
Washington, D.C. 20231

09/311,431



COVER SHEET FOR TRANSMITTING ASSIGNMENT FOR RECORDAL

Attached please find an assignment for recordal.

1. The assignment is for the patent application filed herewith. The patent application was executed on May 10, 1999.

2. A. The total number of applications and/or patents identified in this cover sheet is one (1).

B. The total fee is (37 CFR 1.21(h)): \$40.00.

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail mailing label no. EJ302946506 US

I hereby certify that this correspondence with all documents referred to as enclosed therein is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231

on 5-13-99

Chris Estoker

05/27/1999 DNGUYEN 00000291 09311431

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REEL: 009975 FRAME: 0531

C. Payment of fee is made by the attached check for \$40.00. Please charge Account No. 23-3263 for any fee deficiency or credit to account any overpayment. A duplicate of this cover sheet is attached.

3. The party conveying an interest is L. Daniel Eaton.

4. The rights are being conveyed to:

Name: Board of Trustees of the University of Arkansas

Address: 2404 North University Avenue  
Little Rock, Arkansas 72207-3608

5. The accompanying document intends to accomplish an assignment.

6. Please address correspondence to:

Ray F. Cox, Jr.  
Reg. No. 33,669  
WRIGHT, LINDSEY & JENNINGS LLP  
200 W. Capitol, Suite 2200  
Little Rock, Arkansas 72201-3699  
(501) 371-0808

7. The attached assignment was executed on May 10, 1999 by L. Daniel Eaton.

8. The attached assignment is in the English language.

9. Submitted herewith is the original assignment.

10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

11. The total number of pages being submitted, including cover sheet, attachments and documents is six (6).

Date: 5/12/99

Ray F. Cox, Jr.

Reg. No.: 33,669  
Tel.: (501) 371-0808

Ray F. Cox, Jr.  
WRIGHT, LINDSEY & JENNINGS LLP  
200 W. Capitol, Suite 2200  
Little Rock, Arkansas 72201-3699

## ASSIGNMENT

WHEREAS, I, L. Daniel Eaton, of 14320 Jerome Drive, Little Rock, Arkansas 72212 ("Assignor"), have invented certain new and useful improvements in an invention entitled "Alloplastic Vertebral Disk Replacement", set forth in an application for United States Letters Patent executed on even date herewith; and

WHEREAS, the Board of Trustees of the University of Arkansas ("Assignee"), a public body politic and corporate, duly established under and pursuant to the laws and Constitution of the State of Arkansas, and having an office and place of business at the University of Arkansas, 2404 North University Avenue, Little Rock, Arkansas 72207-3608, is desirous of acquiring the entire right, title and interest in said invention, in said application, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

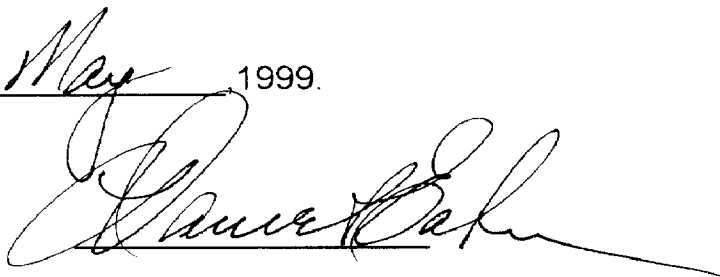
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, and by these presents do assign, sell, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof, and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or

terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

And for the same consideration, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignor will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said applications for Letters Patent or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said Assignee, its successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

And the said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to the said Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said Assignee, its successors, legal representatives and assigns.

SIGNED this 10 day of May, 1999.



L. DANIEL EATON


ACKNOWLEDGMENT

STATE OF Arkansas

COUNTY OF Pulaski

On this the 10<sup>th</sup> day of May, 1999, before me, a Notary Public, personally appeared L. Daniel Eaton, an individual, who executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

2-15-2001