



Mrd 01/31/00

02-14-2000

Docket No. X-12504

FORM PTO-1595 (Rev 10-96)		RECORD				U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
OMB No. 0651-0011 (exp. 4/94)		F.		101267481			
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.							
1. Name of conveying party(ies): Robert S. Biscup Additional name(s) of conveying party(ies) attached? [] Yes [X] No				2. Name and address of receiving party(ies): Name: <u>Spineco</u> Internal Address: _____ Street Address: <u>30400 Detroit Road, Suite 401</u> City <u>Westlake</u> State <u>OH</u> ZIP <u>44145</u> Additional name(s) & address(es) attached? [] Yes [X] No			
3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other _____ Execution Date: <u>January 20, 2000</u>				<div style="float: right; text-align: right;">JCE62 U.S. PTO 09/494645  01/31/00</div>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: <u>January 20, 2000</u> A. Patent Application No.(s) <u>09/494645</u> Additional numbers attached? [] Yes [X] No							
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert V. Vickers</u> Internal Address: _____ Street Address: <u>VICKERS, DANIELS & YOUNG</u> <u>02/09/2000 Pallen 00000035 09494645</u> <u>03 FC:581</u> <u>2000 TERMINAL TOWER</u> <u>CLEVELAND, OHIO 44113-2235</u>				6. Total number of applications and patents involved: <u>1</u> 7. Total fee(37 CFR 3.41):.....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> You are authorized to charge our deposit account for any additional fee required. 8. Deposit account number: <u>22-0347</u> _____ A duplicate copy of this form is attached			
DO NOT USE THIS SPACE							
9. Statement and signature. <i>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.</i> <u>ROBERT V. VICKERS</u> _____ <u>January 25, 2000</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: [3]							
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231							

VICKERS, DANIELS & YOUNG
2000 TERMINAL TOWER
CLEVELAND, OHIO 44113-2235

ASSIGNMENT

WHEREAS, ASSIGNOR: Robert S. Biscup

of the City, County and State of: Vermilion, Lorain County, Ohio

has made an invention in "Spinal Fusion Implant"

and has executed on 1/20/00 an application for Letters Patent of the United States on said invention, hereinafter referred to as "said application";

AND, WHEREAS, Spineco, a corporation of the state of Ohio

having its principal place of business at: 30400 Detroit Road
Suite 401
Westlake, Ohio 44145

hereinafter called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest in, to and under said invention and said application;

NOW THEREFORE,

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNOR hereby sells, transfers and assigns to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives the full, exclusive, entire, worldwide rights, title and interest in, to and under said invention as described and claimed in said application, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, continuations-in-part and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in ASSIGNEE'S own name to apply for and obtain patents in countries foreign to the United States, including the full right to

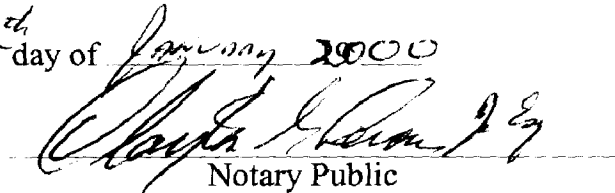
claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as ASSIGNOR could have done if the foreign application had been filed in the name of the ASSIGNOR, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and ASSIGNOR authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and owner of the said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to convey the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths or declarations and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when ASSIGNEE, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, ASSIGNOR will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and,

ASSIGNOR further covenants and agrees that ASSIGNOR will, at any time upon request, do everything possible to aid ASSIGNEE, its successors, assigns, nominees, or other legal representatives, either in the name of ASSIGNOR or ASSIGNEE, to apply for, obtain and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty and all the laws and treaties in force, all without further consideration but at the expense of ASSIGNEE, its successors, assigns, nominees or other legal representatives.

IN WITNESS WHEREOF, this assignment has been executed by the undersigned.


ROBERT S. BISCUP

STATE OF)
) SS
COUNTY OF)

Subscribed and sworn to before me this 20th day of January, 2000

Notary Public