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Form PTO-1595 R

04-28-2000

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1. Name of conveying party(ies)

Charles Dean Ray

Additional name(s) of conveying party(ies) attached?
__ Yes X No

2. Name and address of receiving party(ies)

Name: Surgical Dynamics, Inc.

Address: 150 Glover Avenue
Norwalk, CT 06856

Additional name(s) & address(es) attached? _
Yes ___ No X

3. Nature of conveyance:

X Assignment
_ Security Agreement
_ Merger
_ Change of Name
_ Other

Execution Date: January 6, 2000

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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: _____

A. Patent Application No.(s) 09/436,955

B. Patent No.(s)

Additional numbers attached? ___ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Neil D. Gershon, Esq.
Name: United States Surgical Corporation

Street Address: 150 Glover Avenue

City: Norwalk State: CT Zip: 06856

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 3.41) . . . . . $ 40.00
X Enclosed
___ Authorized to be charged to deposit account

8. Deposit account number: 04-1121
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David M. Carter
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Signature

Date: April 4, 2000

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(Form PTO 1595 - Recordation Form Cover Sheet [16-5]

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ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: Charles Dean Ray

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on
Reel
Frame

hereby sells, assigns and transfers to

ASSIGNEE:

Surgical Dynamics, Inc.
150 Glover Avenue
Norwalk, CT 06856

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

EXPANDABLE NON-THREADED SPINAL FUSION DEVICE

which is described in

(a) [ ] U.S. patent application executed on even date herewith
(b) [ ] U.S. patent application executed on _____
(c) [x] U.S. application filed on November 5, 1999 under Express Mail No. EL393559169US.
(d) [ ] U.S. patent no. _____ issued _____
(also check (e) if foreign application(s) is also being assigned)
(e) [x] and any legal equivalent thereof in a foreign country, and, in and to, all United States and foreign Letters Patent, for the full term thereof, to be obtained for said invention by the above application or any continuation, division, renewal, extension or substitute thereof, and as to letters patent any re-issue or re-examination thereof;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNOR further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNOR relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNOR hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

IN WITNESS WHEREOF, I have hereunto set hand and seal.

Charles Dean Ray

Dated: Jan 6, 2000

State of VA)
) ss
County of YORK)

Before me this 6 day of January, 2000, appeared Charles Dean Ray to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Notary Public

Comm Exp 4/30/2001

AFFIX SEAL