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PAT

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Commissioner of Patent and Trademarks:

Please record the attached copy of an original document.

<p>1. Name of conveying party(ies):</p> <p><u>Spineco, Inc.</u> 30400 Detroit Road, Suite 401 Westlake, OH 44145</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: DePuy AcroMed, Inc.</p> <p>Street Address: 325 Paramount Drive City: Raynham State: MA Zip: 02767</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>9/14/01</u></p>	
<p>4. Application number(s) or patent number(s): <u>US 6,245,108</u></p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No.(s)</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Philip S. Johnson, Esq. Chief Patent Counsel Johnson & Johnson One Johnson & Johnson Plaza New Brunswick, NJ 08933-7003</p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account Number: <u>10-0750/</u> /TMD</p>
<p>9. Statement and signature</p> <p><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></p> <p>Thomas M. DiMauro _____ <u>Thomas M. DiMauro</u> 10-11-01 _____ 10/11/01 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>3</u></p>	

Mail documents to be recorded with required cover sheet information to:

Box Assignments
Commissioner of Patent and Trademarks
Washington, D.C. 20231

Assignment of Rights – Patent

WHEREAS CLAUSES

Spineco, Inc., an Ohio corporation, with offices at 30400 Detroit Road, Westlake, Ohio (“Spineco” or “Assignor”) has heretofore been assigned all rights under U.S. Patent 6,245,108, dated June 12, 2001 titled SPINAL FUSION IMPLANT, (the “Patent”);

DePuy AcroMed, Inc., with offices at 325 Paramount Drive, Raynham, MA (“Assignee”) desires to acquire rights in and to the Patent.

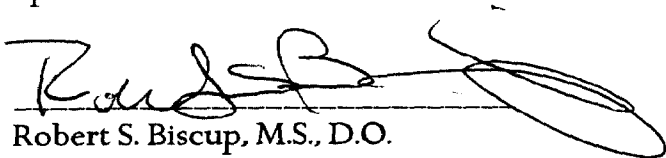
The parties hereto have executed a Product Development Agreement dated as of April 2, 2001 pursuant to which the Assignor is to assign the Patent to Assignee, subject to certain rights, including the right to cancel said assignment under certain circumstances and restore it to Spineco and/or other rights as set forth therein, which Agreement is incorporated by reference herein and the provisions of which shall supercede and govern the provisions of this agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Spineco 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 Spineco 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 Inventor or Spineco could have done if the foreign application had been filed in the name of the Inventor or Spineco, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor and Spineco authorize and request 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 Inventor and Spineco covenant that he and it each has full right to convey the said entire interest herein assigned and that he and it has not executed and will not execute any agreement in conflict herewith, and he and it will communicate to Assignee, its successors, assigns, nominees or other legal representatives all facts known to him or to Spineco 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, Inventor and Spineco will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and, Inventor and Spineco further covenant and agree that he and it 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 Spineco 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.

Signed at Westlake, Ohio on September 14, 2001, but effective as of April 2, 2001.

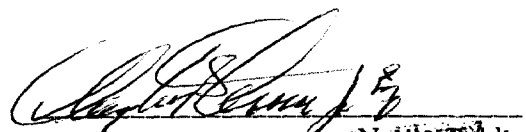
Spineco, Inc.



Robert S. Biscup, M.S., D.O.
Chairman and CEO

State of Ohio)
County of Cuyahoga)

On this 14th day of September, 2001, before me, the undersigned Notary Public, personally appeared Robert S. Biscup, M.S., D.O., who signed this instrument as Chairman and CEO of Spineco, Inc., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in such role and that said act is his free act and deed and the duly authorized act of the corporation.



CLAYTON G. LEROUX, JR., Notary Public
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

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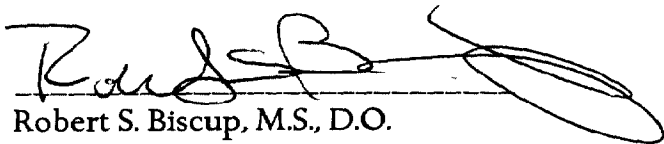
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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Spineco hereby sells, transfers and assigns to the Assignee, its successors, assigns, nominees, or other legal representatives the full, exclusive, 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 Spineco 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 Inventor or Spineco could have done if the foreign application had been filed in the name of the Inventor or Spineco, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor and Spineco authorize and request 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 Inventor and Spineco covenant that he and it each has full right to convey the said entire interest herein assigned and that he and it has not executed and will not execute any agreement in conflict herewith, and he and it will communicate to Assignee, its successors, assigns, nominees or other legal representatives all facts known to him or to Spineco 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, Inventor and Spineco will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and, Inventor and Spineco further covenant and agree that he and it 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 Spineco 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.

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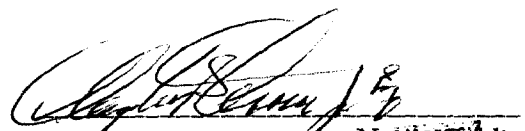
Spineco, Inc.



Robert S. Biscup, M.S., D.O.
Chairman and CEO

State of Ohio)
County of Cuyahoga)

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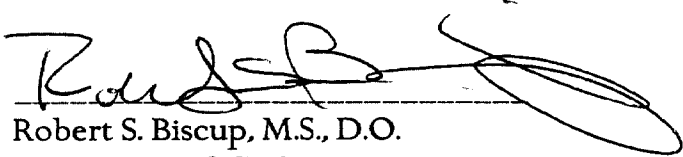
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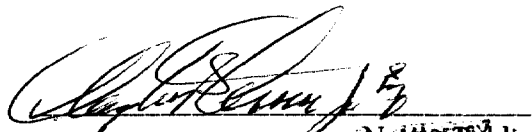


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