



01-17-2002



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Customer No. 23910

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

James F. Zucherman Ken Y. Hsu  
Charles J. Winslow Scott Yerby  
John Flynn

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

2. Name and address of receiving party:

Name: St. Francis Medical Technologies, Inc.

Address: 1900 Bates Avenue, Suite L

Concord, California 94520

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

3. Nature of conveyance:

1-09-02

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

Execution Date: November 29, 2001

4. Application number(s) or patent number(s):

A. Patent Application No.: 09/978,387  
B. Confirmation No.: 4254

Title: APPARATUS AND METHOD FOR  
DETERMINING IMPLANT SIZE

Filed Date: October 16, 2001

C. Patent No(s):

Additional numbers attached?  Yes  No

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheldon R. Meyer

Address: Fliesler Dubb Meyer & Lovejoy LLP

Four Embarcadero Center, Fourth Floor

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and patents involved: 1 X \$40.00 each

7. Total fee (37 CFR 3.41).....\$ 40.00

Check Enclosed

8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.

Copy. (A duplicate copy of this authorization is **not** enclosed.)

9. Statement and signature.

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.

Sheldon R. Meyer (Reg. No.: 27,660)

Signature

Date

Dec 5, 2001

10. Total number of pages to be recorded: 5 (1 page cover sheet and 4 page document).

01/15/2002 BNGUYEN1 00000093 09978387

02 FC:581

40.00 DP

Attorney Docket No.: KLYC-01027US6  
ssanford/klyc/1027us6/assign.record.cvr.wpd

**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1) James F. Zucherman,  
a resident of San Francisco, California; and

(2) Ken Y. Hsu,  
a resident of San Francisco, California; and

(3) Charles J. Winslow,  
a resident of Walnut Creek, California; and

(4) Scott Yerby,  
a resident of Montara, California; and

(5) John Flynn,  
a resident of Concord, California.

have invented certain new and useful improvements in:

**APPARATUS AND METHOD FOR DETERMINING IMPLANT SIZE**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

Said United States Patent Application bearing Serial No. 09/978,387 and filed on October 16, 2001, which was based on a provisional application having SC/Serial Number 60/306,099, and filed on July 17, 2001.

WHEREAS St. Francis Medical Technologies, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1900 Bates Avenue, Suite L, Concord, California 94520, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said

applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

1.  Said application having SC/Serial Number 09/978,387 and filed on the 16 day of October, 2001.

(1)   
James F. Zucherman

Date: 11/29/01

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared James F. Zucherman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*

(2) Ken Y. Hsu  
Ken Y. Hsu

Date: 11/29/2001

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared Ken Y. Hsu, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*

(3) Charles J. Winslow  
Charles J. Winslow

Date: 11/29/01

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared Charles J. Winslow, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*

(4) Scott Yerby  
Scott Yerby

Date: 11/29/01

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(name and title of officer)

personally appeared Scott Yerby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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(5) John J. Flynn  
John Flynn

Date: 11/29/01

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(name and title of officer)

personally appeared John Flynn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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