

10-11-2002

WENMM-1595 (05/01)

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



U.S. DEPARTMENT OF COMMERCE US.S Patent and Trademark Office

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

1. Name of conveying party(ies): Li Medical Technologies, Inc. 10-7-02 Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: SDGI Holdings, Inc. Internal Address: Street Address: 300 Delaware Avenue, Suite 508 City: Wilmington State: Delaware Zip: 19801 Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: June 28, 2002

4. Application number(s) or registration 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) 09/894,727 B. Patent No.(s) Additional number(s) attached? [] Yes [X] No

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: 23-3030 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brad A. Schepers Internal Address: Woodard, Emhardt, Naughton, Moriarty & McNett Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700 City: Indianapolis State: Indiana Zip: 46204-5137

DO NOT USE THIS SPACE

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. Brad A. Schepers, Reg. No. 45,431 Name of Person Signing Signature Date September 30, 2002

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 013365 FRAME: 0373

Assignment

WHEREAS, Li Medical Technologies, Inc., a corporation ("LI MEDICAL"), owns, by assignment, all right, title, and interest in patent applications relating to Self-Inflating Prosthetic Nucleus Replacement Devices, Methods And Instruments, and any inventions claimed therein, as defined in Exhibit A (collectively "the Inventions"); and SDGI Holdings, Inc., a Delaware corporation ("SDGI"), desires to own the entire right, title, and interest in and to the Inventions, in all countries throughout the world.

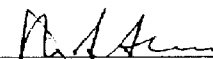
NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, LI MEDICAL hereby sells, assigns, transfers, and sets over to SDGI, its lawful successors and assigns, LI MEDICAL's entire right, title, and interest in and to the Inventions, any other patent application directed to Self-Inflating Prosthetic Nucleus Replacement Devices, Methods And Instruments, and all Letters Patent of the United States that may be granted thereon, and including but not limited to all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the Inventions in any foreign country and all Letters Patent that may be granted on the Inventions in any foreign country, and including but not limited to all extensions, renewals, and reissues thereof; and LI MEDICAL hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to SDGI, its successors and assigns, in accordance with the terms of this Assignment;

AND, LI MEDICAL HEREBY further covenants that LI MEDICAL has the full right to convey the interest assigned by this Assignment, LI MEDICAL will take all action and execute all documents necessary to perfect the interest assigned hereby, and LI MEDICAL has not executed and will not execute any agreement in conflict with this Assignment;

AND, LI MEDICAL HEREBY further covenants and agrees that LI MEDICAL, through its officers and employees, will, without further consideration, communicate with SDGI, its successors and assigns, any facts known to LI MEDICAL and its officers and employees respecting the Inventions and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Inventions in SDGI, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid SDGI, its successors and assigns, to obtain and enforce proper patent protection for the Inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by SDGI, its successors and assigns.


IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Li Medical Technologies, Inc.

By 
John S. Glass
President

Date 6/1/02

SDGI Holdings, Inc.

By 
Michael F. DeMane
President, Spinal Systems

Date 28 JW 2002

APPROVED AS TO
LEGAL FORM
