Form PTO-1595 RECORDATION FORM COVER SHEE'T U.S. DEPARTMENT OF COMMERCE	
(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) PATENTS ONLY	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Tae-ahn JAHNG	Name: <u>N Spine, Inc.</u>
Additional name(s) of conveying party(les) Yes X No 3. Nature of Conveyance: Merger X Assignment Merger Security Agreement Change of Name Other	Street Address: 4744 Keswick Court City: <u>San Diego</u> State: <u>CA</u> Additional name(s) & <u>Yes x No</u>
Execution Date:	address(es) attached:
10/798,014 Additional numbers attach	ed? Yes XNo
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 1
concerning document should be mailed: Name: Richard C. Kim MORRISON & FOERSTER LLP	7. Total fee (37 CFR 3.41) \$40.00
Internal Address: Atty. Dkt.: 559552000120 Street Address: 3811 Valley Centre Drive, Suite 500	Enclosed Enclosed Authorized to be charged to deposit account Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number:
City: State: Zip: San Diego CA 92130	03-1952 (Attach duplicate cepy of this page if paying by deposit account)
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. Richard C. Kim - 40,046 Richard C. Kim - 40,046 August 3, 2004 Name of Person Signing Signature Date	
Total number of pages including cover sheet, attachments, and documents:	

PATENT REEL: 014945 FRAME: 0726

sd-212477

ASSIGNMENT SOLE

THIS ASSIGNMENT, by **Tac-ahn JAHNG** (hereinafter referred to as the assignor), residing at 255 Youngdeung-dung, Line Apt. #101-1307, Iksan, Republic of Korea 560-160, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in METHOD AND APPARATUS FOR FLEXIBLE FIXATION OF A SPINE, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/798,014 and filed on March 10, 2004; and

WHEREAS, N Spine, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 4744 Keswick Court, San Diego, CA 92130 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assigner has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date Tae-ahn JAHNG

sd-206601

RECORDED: 08/03/2004

PATENT ¹ REEL: 014945 FRAME: 0727