

FORM PTO-1595  
(Rev. 10/02)  
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# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Atty. Docket No. 102.0003-01-07 & 09

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

1. Name of conveying party(ies):

Gary Karlin Michelson

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: June 10, 1993

2. Name and address of receiving party(ies):

Name: Karlin Technology, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4929 Premiere Avenue

City: Lakewood State: CA Zip: 90712

Additional name(s) & Address(es) attached? ☐ Yes ☒ No

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 Number(s):

09/626,636 10/638,023  
10/692,545 10/664,498  
10/223,916

B. Patent Number(s):

5,505,732  
6,096,038  
6,436,098

Additional numbers attached? ☐ Yes ☒ No

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

Name: MARTIN & FERRARO, LLP

Internal Address: \_\_\_\_\_

Street Address: 1557 Lake O'Pines Street, NE

City: Hartville State: Ohio Zip: 44632

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$320.00

☐ Enclosed (Please charge deficiency to deposit account)

☒ Authorized to be charged to deposit account

8. Deposit Account No.:

50-1068

DO NOT USE THIS SPACE

9. Signature.

Thomas H. Martin

Name of Person Signing

  
Signature

March 17, 2005

Date

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

PATENT ASSIGNMENT

WHEREAS, the undersigned Gary Karlin Michelson, M.D. is a resident in the State of California (hereinafter termed Inventor, has invented a METHOD AND APPARATUS FOR INSERTING SPINAL IMPLANTS, for which he has made application for United States Letters Patent, the said invention being described in and identified by the Specification in an application executed by him on the 14th day of June, 1993; and

WHEREAS, Karlin Technology, Inc., a corporation of the State of California, having a place of business at 4929 Premiere Avenue, Lakewood, California 90712 (hereinafter termed Assignee), is desirous of acquiring the entire right, title and interest in and to said application and said invention, and in and to Letters Patent thereon when granted in the United States and foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by said Inventor from said Assignee, the receipt of which is hereby acknowledged by said Inventor,

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention, and in and to any and all Letters Patent on said invention that may be granted in the United States and any foreign country, and including each and every Letters Patent granted on any application which is a division, substitution or continuation of said application specifically identified herein, and in and to each and every reissue of said Letters Patent.

2. Said Inventor does hereby covenant and agree to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include:

- (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed;
- (b) prompt execution of all petitions, oaths, specifications, declarations or other (prepared at the expense of the Assignee) which are deemed necessary or desirable by Assignee for prosecuting said application specifically identified herein, for filing and prosecuting substitute, divisional, continuing or additional applications in the United States and/or foreign countries covering said invention, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interference (i.e., priority) proceedings involving said invention; and
- (c) prompt assistance and cooperation in the prosecution of legal proceedings involving said invention, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions, provided, however, that the expense which may be incurred by said Inventor in lending such assistance and cooperation be paid by Assignee.

3. The terms, covenants and provisions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor does hereby warrant and represent that he has not entered into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Gary Karlin Michelson, M.D. has executed and delivered this instrument this 14th day of June, 1993.

*[Signature]*  
Gary Karlin Michelson, M.D.

STATE OF CALIFORNIA     )  
                                  )   SS  
COUNTY OF LOS ANGELES )

On June 10th, 1993 before me, Roseanne Campbell, personally appeared Gary Karlin Michelson, M.D. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Roseanne Campbell*



(Seal)