

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA	
Name	Execution Date
George W. Bagby	11/12/2003

RECEIVING PARTY DATA	
Name:	The G.W. Bagby II Family Trust LLC
Street Address:	c/o G.W. "Bill" Bagby, 5915 S. Regal
Internal Address:	Suite 101
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99223

PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	10394749
Application Number:	10201415
Application Number:	10426615
Application Number:	10775837
Patent Number:	6371986
Patent Number:	6447545
Patent Number:	6689167

CORRESPONDENCE DATA	
Fax Number:	(509)838-3424
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(509) 624-4276
Email:	kgrzelak@wellsstjohn.com
Correspondent Name:	Keith D. Grzelak
Address Line 1:	601 W. First Avenue
Address Line 2:	Suite 1300

CH \$280.00 10394749

Address Line 4: Spokane, WASHINGTON 99201-3828

NAME OF SUBMITTER:

Keith D. Grzelak

Total Attachments: 4

source=Record AND Assgmt#page1.tif

source=Record AND Assgmt#page2.tif

source=Record AND Assgmt#page3.tif

source=Record AND Assgmt#page4.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

George W. Bagby II

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 12, 2003

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: The G.W. Bagby II Family Trust LLC

Internal Address: c/o G. W. "Bill" Bagby III

Windermere Realty-Palouse

Street Address: 5915 S. Regal, Suite 101

City: Spokane

State: WA

Country: U.S. Zip: 99223

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/394,749
10/201,415
10/426,615
10/775,837

B. Patent No.(s)

6,371,986 B1
6,447,545 B1
6,689,167 B2

Additional numbers attached? Yes No

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

Name: Keith D. Grzelak

Internal Address: Wells St. John P.S.

Street Address: 601 W. 1st Avenue, Suite 1300

City: Spokane

State: Washington Zip: 99201-3828

Phone Number: (509) 624-4276

Fax Number: (509) 838-3424

Email Address: _____

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

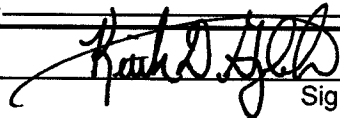
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-0925

Authorized User Name Wells St. John P.S.

9. Signature:


Signature

6/10/05
Date

Keith D. Grzelak
Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ATTACHMENT A

ASSIGNMENT

WHEREAS, GEORGE W. BAGBY II, an individual residing at 909 W. Hazard Road, Spokane, Washington 99208 ("BAGBY"), owns all right, title, and interest in U.S. Patents, U.S. Patent Applications, Foreign Patents, and Foreign Patent Applications, entitled as set forth below, and any invention(s) claimed therein:

U.S. Patents

No. 6,371,986 B1	Spinal Fusion Device, Bone Joining Implant, and Vertebral Fusion Implant
No. 6,447,545 B1	Self-Aligning Bone Implant

U.S. Patent Applications

Serial No. 10/394,749	Implant Driver Apparatus and Bone Joining Device
Serial No. 60/457,004	Spinal Implant and Driver Tool
Serial No. 10/039,384	Method of Using Spinal Fusion Device, Bone Joining Implant, and Vertebral Fusion Implant
Serial No. 10/201,415	Bone Implant and Method
Serial No. 10/426,615	Spinal Implant and Driver Tool

Foreign Patents/Applications

Serial No. 2,287,020	(Canada) Self-Distracting and Fixating Bone Body Implant, Vertebral Interbody Implant and Method
S/N PCT/US01/41100	(PCT) Self-Aligning Bone Implant
Serial No. 01952914.8	(EPO) Self-Aligning Bone Implant

and

THE G.W. BAGBY II FAMILY LIMITED LIABILITY CORPORATION, a Washington limited liability corporation having offices at 107 South Howard, Suite 600, Spokane, Washington 99201 ("FAMILY LLC"), desires to own BAGBY's entire right, title, and interest in and to the invention(s), in all countries throughout the world, and in and to U.S. Letters Patents, U.S. Patent Applications, Foreign Patents, and Foreign Patent Applications identified above;

NOW, THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, BAGBY hereby sells, assigns, transfers, and sets over to FAMILY LLC, its lawful successors and assigns, BAGBY's entire right, title, and interest in and to U.S. Patents, U.S. Patent Applications, Foreign Patents, and Foreign Patent Applications identified above, the invention(s) claimed therein, any other patent application(s) directed to the invention(s) including continuations, continuations-in-part, and divisionals, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application(s), and all applications for Letters Patent that may be filed for the invention(s) in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and BAGBY hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States and any office of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this/these invention(s) to FAMILY LLC, its successors and assigns, in accordance with the terms of this Agreement;

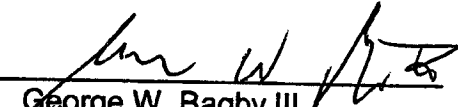
AND, BAGBY HEREBY further covenants that he has the full right to convey the interest assigned by this Assignment, he will take all action and execute all documents necessary to perfect the interest assigned hereby, and he has not executed and will not execute any agreements in conflict with this Assignment;

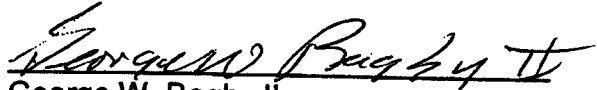
AND, BAGBY FURTHER covenants and agrees that he will, without further consideration, communicate with FAMILY LLC, its successors and assigns, any facts known to BAGBY respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said FAMILY LLC, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid FAMILY LLC, its successors and assigns, to obtain and enforce proper patent protection for the invention(s) 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 BAGBY.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment on the day and year first above written.

**THE G.W. BAGBY II FAMILY LIMITED
LIABILITY CORPORATION (LLC)**

GEORGE W. BAGBY II

By: 
George W. Bagby III
Title: MR


George W. Bagby II
12 NOV 03