

3/22/05

04-04-2005

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION 102972274  
**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)/Execution Date(s):**

T. Wade Fallin

Execution Date(s) March 22, 2005

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

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

Name: MedicineLodge, Inc.

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

Street Address: 180 South 600 West

City: Logan

State: Utah

Country: USA Zip: 84321

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

112975 U.S. PTO  
11/087434

032205

**3. Nature of conveyance:**

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

HDEMESS1 00000063 11087434

40.00 DP

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Daniel F. Justin

Internal Address: MedicineLodge, Inc.

Street Address: 180 South 600 West

City: Logan

State: Utah Zip: 84321

Phone Number: 435-753-7675

Fax Number: 435-753-7698

Email Address: djustin@medicine-lodge.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

3/22/05 Date

Daniel F. Justin

Name of Person Signing

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

7

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

**PATENT**  
**REEL: 016406 FRAME: 0921**

03/25/2005

01 FC:802

Continuation of Item 1  
Additional Inventors  
DKT.# MLI-30

Inventor: \_\_\_\_\_ Signature Date:

Daniel E. Gerbec

March 22, 2005

Joel Dever

March 22, 2005

Daniel F. Justin  
Registration #50,144  
Medicine Lodge, Inc.  
180 South 600 West  
Logan, Utah 84321

ASSIGNMENT

We,

(1) Name: T. Wade Fallin  
Address: 210 East 200 South  
Hyde Park, Utah 84318

(2) Name: Daniel E. Gerbec  
Address: 1755 Country Club Drive  
Logan, Utah 84321

(3) Name: Joel Dever  
Address: 195 North 250 East  
Millville, Utah 84326

have invented a method and apparatus entitled APPARATUS AND METHOD FOR DYNAMIC VERTEBRAL STABILIZATION, hereinafter called the "invention." Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. MLI-30 of the office of MedicineLodge, Inc., 180 South, 600 West, Logan, Utah 84321, and filed in the Untied States Patent and Trademark Office as Serial No. \_\_\_\_\_ on \_\_\_\_\_. (We hereby authorize MedicineLodge, Inc. to insert said serial number and filing date when known.)

The Assignee, MedicineLodge, Inc., a corporation of the State of Delaware, having a principal place of business at 180 South 600 West, Logan Utah, 84321, desires to secure the entire right, title and interest in said invention. In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge,

WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention and in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of letters patent or patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

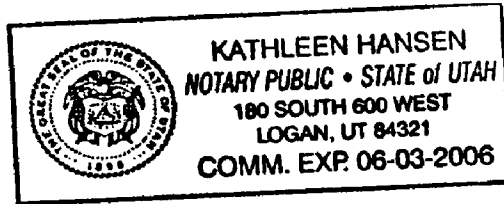
Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

DATED Mar 22, 2005.

T. Wade Fallin  
T. Wade Fallin

STATE OF UTAH )  
: SS.  
COUNTY OF CACHE )



The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 22, 2005, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Kathleen Hansen  
NOTARY PUBLIC  
Residing at:  
MedicineLodge, Inc.  
180 South 600 West  
Logan, Utah 84321

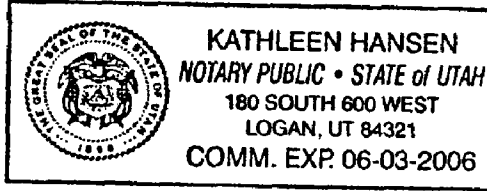
My Commission Expires:  
06/03/06

DATED 3/22/05



Daniel E. Gerbec

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF CACHE )



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NOTARY PUBLIC

Residing at:

MedicineLodge, Inc.

180 South 600 West

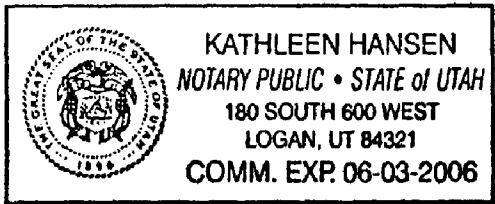
Logan, Utah 84321

My Commission Expires:  
10/03/06

DATED 3-22-2005

  
Joel Dever

STATE OF UTAH )  
                          : ss.  
COUNTY OF CACHE )



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My Commission Expires:  
6/03/06