

4/18/05

Docket No.: G30277

FORM PTO-155 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV/03

04-12-2005

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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Tab settings

To the Honorable Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Marc E. Richelsoph

Additional names(s) of conveying party(ies)  Yes  No

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

Name: Aesculap II, Inc.

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

Street Address: 3773 Corporate Parkway

City: Center Valley State: PA ZIP: 18034

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: February 25, 2005

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

11/015,214      12/16/2004

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Theodore Naccarella, Esq.

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

Street Address: Synnestvedt & Lechner

1101 Market Street, 2600 Aramark Tower

City: Philadelphia State: PA ZIP: 19107

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
Credit Card Payment Form Attached
- Authorized to be charged to deposit account

8. Deposit account number:

19-5425

40.00 DP

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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.

Theodore Naccarella

Name of Person Signing

Signature

4.4.05

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22311-1450

PATENT

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## ASSIGNMENT AND AGREEMENT

In anticipation of the closing of the transactions described in a certain Asset Purchase Agreement dated February 11, 2005, by and among Spinal Innovations, Inc., a Tennessee corporation, Spinal Innovations, L.L.C., a Nevada limited liability company, Spinal Innovations Holdings, L.L.C., a Nevada limited liability company, and Aesculap II, Inc, a Delaware corporation, and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Marc E. Richelsoph, hereby

Sell, assign and transfer to Aesculap II, Inc. a corporation organized and existing under the laws of the State of Delaware, U.S.A. and having an office and place of business at 3773 Corporate Parkway, Center Valley, Pennsylvania 18034, U.S.A., its successors, assigns and legal representatives (all hereinafter referred to as the "Assignee"), the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for **United States Letters Patent No. 11/015,214 executed by the inventor as of December 16, 2004 and filed by the Express Mail procedure on December 16, 2004 and entitled LOCKING MECHANISM (attorney docket No. 0115.00001)**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, agree to carry out in good faith the intent and purpose of this assignment by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney, and other papers, by communicating to said Assignee all facts known to me relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

Hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me, and that full right to convey the same as herein expressed is possessed by me.

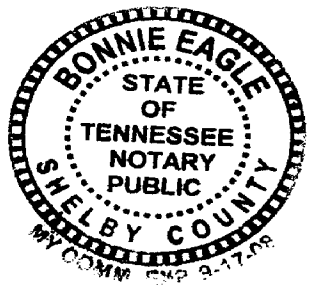
Dated: 2/25/05

Marc E. Richelsoph  
Marc E. Richelsoph

United States of America )  
State of Tennessee ) ss:  
County of Shelby )

On this 25 day of Feb., 2005, before me personally came Marc E. Richelsoph to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Subscribed and sworn to before me this 25 day of Feb., 2005.



Bonnie Eagle  
Notary Public

My Commission Expires: