

**PATENT ASSIGNMENT**

Electronic Version v08  
 Stylesheet Version v02

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF ASSIGNOR'S INTEREST												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Wesley M. Johnson</td> <td>2005-09-30</td> </tr> <tr> <td>Thomas B. Freeman</td> <td>2005-11-03</td> </tr> </tbody> </table>		Name	Execution Date	Wesley M. Johnson	2005-09-30	Thomas B. Freeman	2005-11-03						
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Name</th> <th style="width:20%;">Street Address</th> <th style="width:20%;">Internal Address</th> <th style="width:15%;">City</th> <th style="width:20%;">State/Country</th> <th style="width:5%;">Postal Code</th> </tr> </thead> <tbody> <tr> <td>University of South Florida</td> <td>4202 East Flower Avenue</td> <td>ADM 200</td> <td>Tampa</td> <td>FLORIDA</td> <td>33620</td> </tr> </tbody> </table>		Name	Street Address	Internal Address	City	State/Country	Postal Code	University of South Florida	4202 East Flower Avenue	ADM 200	Tampa	FLORIDA	33620
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>FAX NUMBER: 7275078668</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.</p> <p>CUSTOMER NUMBER: 021901</p>													
<b>NAME OF PERSON SIGNING:</b>	Ronald E. Smith												
<b>DATE SIGNED:</b>	2005-11-11												
<p>Total Attachments: 2</p> <p>source=assign_01.tif</p> <p>source=assign_02.tif</p>													

**OP \$40.00 11222880**

## ASSIGNMENT OF RIGHTS IN PATENT APPLICATION

### Assignors

Wesley M. Johnson

Thomas B. Freeman

### Residence of Assignors

1478 Soapstone Drive  
Tampa, Florida 33615

14002 Shady Shores Drive  
Tampa, Florida 33613

### Assignee

University of South Florida  
(A Florida Non-Profit Corporation)

### Principle Place of Business of Assignee

4202 East Fowler Avenue, ADM 200  
Tampa, Florida 33620-7900

WHEREAS, WE, the above-identified Assignors, are the applicants in the following U.S. patent application:

<u>Serial Number</u>	<u>Title</u>	<u>Date of Filing</u>
11/222,880	Prostheses for Spine Discs Having Fusion Capability	September 9, 2005

Hereinafter referred to as the "patent application";

And, whereas we desire to assign a 100% undivided interest in said patent application to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged;

We hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said patent application, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, and together with the right to file said patent application or any division, continuation, or continuation-in-part thereof in any foreign jurisdiction under the Paris Convention or the Patent Cooperation Treaty, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which a patent issuing from said patent application may be granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

And we further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to us in order to perfect title in said patent application;

And we further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;


And we further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent application as may be known and accessible to us and we will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said patent application or patent issuing therefrom which may be necessary or desirable to carry out the purposes hereof;

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, we hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent application and any patent issuing therefrom.

  
Wesley M. Johnson

Date: 9/30/05

  
Thomas B. Freeman

Date: 10/3/05