

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mark Reiley	02/16/2001
RECEIVING PARTY DATA	
Name:	Total Facet Technologies, Inc.
Street Address:	1960 Colleen Drive
City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10615727
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650/493-9300
Email:	dhengst@wsgr.com
Correspondent Name:	Cecily Anne O'Regan
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	29914-701.401
NAME OF SUBMITTER:	Cecily Anne O'Regan
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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REEL: 016905 FRAME: 0939

## TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered as of February 16, 2001 between Total Facet Technologies, Inc., a Delaware corporation (the "Company"), and Mark Reiley, M.D., an individual ("Developer"). The assignment and stock issuance hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 351 as part of the initial capitalization of the Company by Developer along with Robert Scribner and Eric Doelling (the "Other Founders").

### 1. Assignment

Developer hereby assigns to the Company exclusively throughout the world all right, title and interest (whether or not now existing) in the (i) subject matter referred to in Exhibit A ("Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing (collectively "Intellectual Property").

### 2. Compensation

The Company agrees to issue to Developer 1,250,000 shares of common stock of the Company at a price of \$0.005 per share (for which the assignment above constitutes full payment) on the same terms as the same numbers of shares that will be issued to each of the Other Founders, which terms will include, without limitation, a three-year vesting arrangement (effected by an at-cost cash repurchase right), a right of first refusal on sales and customary investment representations and restrictions. Such shares are being acquired by Developer for Developer's own account and not with a view towards further distribution. Such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

### 3. Further Assurances

Developer agrees to assist the Company in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Developer's signature to any document it is entitled to under this Section 3, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Developer, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Developer.

4. Confidential Information

Developer will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Developer (i) can document that it is generally available (through no fault of Developer) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement by and between Developer and the Company of even date herewith. Developer recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty

Developer represents and warrants to the Company that the Developer (i) is the sole owner of all rights, title and interest in the Intellectual Property and the Technology, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology, (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1, and (iv) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

6. Miscellaneous

This Agreement is not assignable or transferable by Developer without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Company and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Developer without the Company's prior written

approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**Total Facet Technologies, Inc.**

By: Robert M. Scribner  
Robert Scribner, President

Address: 1960 Colleen Dr  
Los Altos CA 94024

**Developer**

Mark Reiley, M.D.  
Mark Reiley, M.D.

Address: 304 PALA AV.  
PIEDMONT, CA  
94611  
USA

EXHIBIT A  
TO TECHNOLOGY ASSIGNMENT AGREEMENT

Title: Facet Arthroplasty Devices and Methods (including but not limited to the following information):

Inventor Mark Reiley, M.D.

Provisional patent application number 09/693,272 (filed October 20, 1999)

Patent Cooperation Treaty number PCT/US0029347 (filed October 20, 2000)

CIP number 1759,17205 (filed October 20, 2000)