

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

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)

Stephen D. Ainsworth; Robert L. Assell;
Andrew H. Cragg; Eugene A. Dickhudt;
Tawney A. Schwarz; Bradley L. Wessman

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

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

Execution Date(s) October 4, 2005 & October 10, 2005

- ☒ 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: TranS1 Inc.

Internal Address: _____

Street Address: 411 Landmark Drive

City: Wilmington

State: NC

Country: US Zip: 28412

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)
11/202,655
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: The Eclipse Group

Internal Address: _____

Street Address: 10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: 919-313-6160

Fax Number: 919-313-6170

Email Address: kef@eclipsegrp.com

6. Total number of applications and patents involved: One

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)

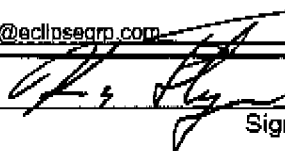
8. Payment Information

a. Credit Card Last 4 Numbers 0440
Expiration Date 05/08

b. Deposit Account Number 50-2542

Authorized User Name The Eclipse Group

9. Signature:


Signature

November 28, 2005
Date

Kevin E. Flynn
Name of Person Signing

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

13

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

OP \$40.00 11202655

700227221

PATENT
REEL: 017066 FRAME: 0337

Atty Docket: T105001USU

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of October 4, 2005 ("Effective Date") by and between:

Stephen D. Ainsworth, residing at 5309 Curlew Drive, Wilmington, NC 28409 United States of America ("ASSIGNOR"); and

TranS1 Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR's employment with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.


2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

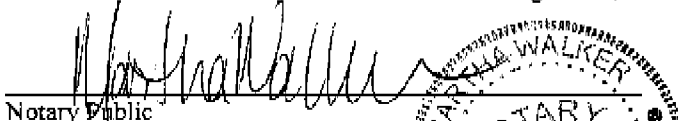
The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

10/4/05
Date


Stephen D. Ainsworth

State of North Carolina)
County of New Hanover) ss:

On this 4 day of October, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Stephen D. Ainsworth, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.


Notary Public

My Commission Expires on May 11, 2008

Atty Docket: T105001USU

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of OCT. 4, 2005, 2005 ("Effective Date") by and between:

Robert L. Assell, residing at 6001 Wellesley Place³, Wilmington, NC 28409, United States of America ("ASSIGNOR"); and

TransI Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR's employment with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

October 4, 2005
Date

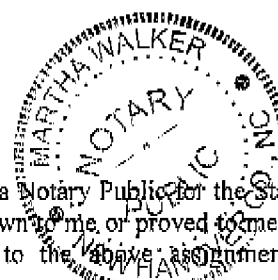
Robert L. Assell
Robert L. Assell

State of North Carolina
County of New Hanover) ss:

On this 4 day of October, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Robert L. Assell, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Martha Walker
Notary Public

My Commission Expires on May 11, 2008



Atty Docket: T105001USU

PATENT

ASSIGNMENT

This Assignment ("Assignment") shall be effective as of Oct 10th, 2005 ("Effective Date") by and between:

Andrew H. Cragg, residing at 5024 Bruce Place, Edina, MN 55424, United States of America ("ASSIGNOR"); and

Trans1 Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's connection with ASSIGNEE, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, desires to own all right, title and interest in and to the Invention.

1.3 For five dollars (\$5.00) or any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to memorialize ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

Date

10/10/05

Andrew H. Cragg

State of Minnesota)

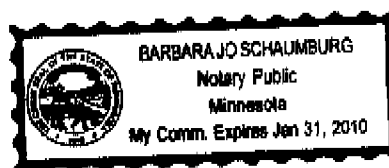
County of Hennepin)

ss:

On this 10th day of October, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Andrew H. Cragg, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Barbara J. Schaumburg
Notary Public

My Commission Expires on 1-31-10



Atty Docket: T105001USU**PATENT****ASSIGNMENT**

This Assignment ("Assignment") shall be effective as of
Oct 10+2, 2005 ("Effective Date") by and between:

Eugene A. Dickhudt, residing at 6449 Langer Lane, Lino Lakes, MN 55038, United States of America ("ASSIGNOR"); and

Trans1 Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's connection with ASSIGNEE, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, desires to own all right, title and interest in and to the Invention.

1.3 For five dollars (\$5.00) or any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to memorialize ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

10-10-05
Date

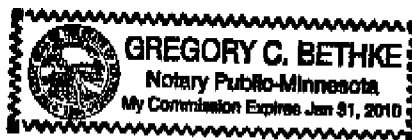
Eugene A. Dickhudt
Eugene A. Dickhudt

State of Minnesota)
County of Ramsey) ss:

On this 10 day of Oct, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Eugene A. Dickhudt, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]
Notary Public

My Commission Expires on 11/31/2010.



Atty Docket: T105001USU

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of October 4, 2005 ("Effective Date") by and between:

Tawney A. Schwarz, residing at 129 N. Hampton Road, Wilmington, NC 28409, United States of America ("ASSIGNOR"); and

Trans1 Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR's employment with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

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The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

10/4/2005
Date

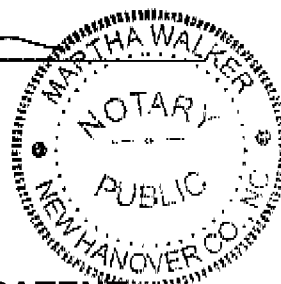
Tawney A. Schwarz
Tawney A. Schwarz

State of North Carolina)
County of New Hanover) ss:

On this 4 day of October, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Tawney A. Schwarz, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Martha Walker
Notary Public

My Commission Expires on May 11, 2008



Atty Docket: T105001USU

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of October 4, 2005 ("Effective Date") by and between:

Bradley J. Wessman, residing at 8026 Marsh Reach Drive, Wilmington, NC 28411, United States of America ("ASSIGNOR"); and

Trans1 Inc., a corporation organized under the laws of Delaware, and having a principal place of business at 411 Landmark Drive, Wilmington, NC 28412, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT MOTION SEGMENTS", Serial No. 11/202,655 filed on August 13, 2005. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

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1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

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2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

October 4, 2005
Date

Bradley J. Wessman
Bradley J. Wessman

State of North Carolina)
County of New Hanover) ss:

On this 4 day of October, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Bradley J. Wessman, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Marshall Walker
Notary Public

My Commission Expires on May 11, 2008.

FAX COVER SHEET

**THE ECLIPSE GROUP**

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Send to: USPTO – Assignment Division	From: Kevin E. Flynn
Company:	Date: November 28, 2005
Fax Number: 571-273-0140	Phone: 919-313-6160

- ☐ Urgent
- ☒ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information

Total pages, including cover: 15

Comments:

Attorney Docket No.: T105001USU
Applicant: Ainsworth et al.
Title: METHODS AND APPARATUS FOR PROVISION OF THERAPY TO ADJACENT
MOTION SEGMENTS
Serial No.: 11/202,655
Filing Date: August 13, 2005

Please acknowledge receipt of the following documents:

- 1) Credit Card Payment Form (PTO-2038 – 1 pg);
- 2) Recordation Form Cover Sheet (PTO-1595 – 1 pg); and
- 3) Executed Assignment (12 pgs).

Certificate of Transmission

I hereby certify that this document (along with any papers referenced as being attached or enclosed) is being transmitted to the United States Patent and Trademark Office via facsimile to Fax No. 571-273-0140, on the date set forth above.


Bonnie S. Sheridan

PATENT**RECORDED: 11/28/2005****REEL: 017066 FRAME: 0350**