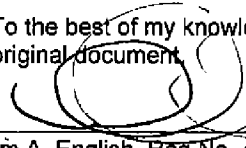


FORM PTO-1595 1-31-92	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Docket No. EXPO-001		
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Mark Levy Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party: Name: <u>EXPANDING ORTHOPEDICS, INC.</u> Internal Address: _____	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 1, 2006</u>	City: _____ State: _____ Zip: _____ Street Address: <u>One Beacon Street, 30th Floor</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02108</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____		
A. Patent Application No(s): <u>09/426,563</u>	B. Patent No(s): <u>6,261,289</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William A. English</u> Internal Address: VISTA IP LAW GROUP LLP 2040 Main Street, 9 th Floor Irvine, CA 92614	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Commissioner is authorized to charge fee to Deposit Account No. 50-1105. <input checked="" type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: <u>50-1105 Vista IP Law Group LLP.</u>	
DO NOT USE THIS SPACE		
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.  Date: <u>March 14, 2006</u> William A. English, Reg No. 42,515 Total number of pages including cover sheet: 3		
OMB No. 0651-0011 (exp. 4/94)		
Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503		

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EXPO-001
PATENT**ASSIGNMENT OF PATENT APPLICATION**

WHEREAS, I, MARK LEVY, a citizen of Israel (hereinafter referred to as "ASSIGNOR"), have invented and own a certain invention entitled EXPANDABLE ORTHOPEDIC DEVICE for which application for Letters Patent of the United States of America was filed on OCTOBER 10, 1999, and assigned Serial No. 09/426,563; and which issued as United States Patent No. 6,261,289 on July 17, 2001; and

WHEREAS, EXPANDING ORTHOPEDICS, INC., a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at One Beacon Street, 30th Floor, Boston, Massachusetts 02108, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over unto said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal

EXPO-001
PATENT

equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation 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, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

MARCH 1, 2006
Date


Mark Levy