

Client Code: DFINE.001CP4

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ents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Csaba Truckai 2. John H. Shaddock <i>1/19/06</i></p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> DFINE, Inc. <b>Internal Address:</b> <b>Street Address:</b> 19450 Stevens Creek Blvd. Suite 100 <b>City:</b> Cupertino <b>State:</b> CA <b>ZIP:</b> 95014</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement ( ) Merger ( ) Change of Name</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. January 06, 2006 2. January 06, 2006</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/209,035 Filing Date: August 22, 2005</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> DFINE.001CP4</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Josué A. Villalta</u> Name of Person Signing</p> <p><i>[Signature]</i> Signature</p> <p><u>1/17/06</u> Date</p> <p>54,511 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

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REEL: 017460 FRAME: 0678

Application No.: 11/209,035  
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ASSIGNMENT AGREEMENT  
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### ASSIGNMENT AGREEMENT

WHEREAS, I, Csaba Truckai, a United States citizen, residing at 19566 Arden Court, Saratoga, California 95070, and John H. Shaddock, a United States citizen, residing at 1490 Vistazo West, Tiburon, California 94920 ("ASSIGNOR"), have conceived of an invention ("Invention") disclosed in U.S. Patent Application No. 11/209,035 entitled BONE TREATMENT SYSTEMS AND METHODS and filed in the United States Patent and Trademark Office on August 22, 2005, which is a continuation-in-part application of U.S. Application No. 11/165,652 entitled BONE TREATMENT SYSTEMS AND METHODS and filed in the United States Patent and Trademark Office on June 24, 2005, U.S. Application No. 11/208,448 entitled BONE TREATMENT SYSTEMS AND METHODS and filed in the United States Patent and Trademark Office on August 20, 2005 and U.S. Application No. 11/196,045 entitled BONE TREATMENT SYSTEMS AND METHODS and filed in the United States Patent and Trademark Office on August 2, 2005, and which claims the priority benefit of U.S. Provisional Patent Application No. 60/633,509 entitled BONE FILL MATERIALS AND METHOD OF USE FOR TREATING VERTEBRAL FRACTURES USING RF ENERGY and filed in the United States Patent and Trademark Office on December 6, 2004, and is also disclosed in PCT International Application No. PCT/US05/43984 entitled BONE TREATMENT SYSTEMS AND METHODS filed on December 6, 2005, as well as in PCT International Application No. PCT/US05/44055 entitled BONE TREATMENT SYSTEMS AND METHODS filed on December 6, 2005 (collectively the "Applications");

WHEREAS, DFINE, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 19450 Stevens Creek Boulevard, Suite 100, Cupertino, California 95014 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the said Applications, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein; all provisional and non-provisional applications claiming the benefit of the Applications that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents;

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts or which ASSIGNOR has knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under the Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patents for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

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AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, ASSIGNOR has signed his or her name on the date indicated.

  
Csaba Truckai

1-6-06  
Date

  
John H. Shaddock

1-6-06  
Date

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