

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Csaba Truckai</td><td>05/22/2006</td></tr><tr><td>John H. Shaddock</td><td>05/22/2006</td></tr></tbody></table>	Name	Execution Date	Csaba Truckai	05/22/2006	John H. Shaddock	05/22/2006	
Name	Execution Date						
Csaba Truckai	05/22/2006						
John H. Shaddock	05/22/2006						
RECEIVING PARTY DATA							
Name:	DFINE, Inc.						
Street Address:	19450 Stevens Creek Blvd., Ste. 100						
City:	Cupertino						
State/Country:	CALIFORNIA						
Postal Code:	95014						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11146893</td></tr></tbody></table>	Property Type	Number	Application Number:	11146893			
Property Type	Number						
Application Number:	11146893						
CORRESPONDENCE DATA							
Fax Number:	(949)760-9502						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	(949) 760-0404						
Email:	calvarez@kmob.com						
Correspondent Name:	Knobbe Martens Olson & Bear, LLP						
Address Line 1:	2040 Main Street, 14th Floor						
Address Line 4:	Irvine, CALIFORNIA 92614						
ATTORNEY DOCKET NUMBER:	DFINE.015A						
NAME OF SUBMITTER:	Josue A. Villalta						
Total Attachments: 2 source=Assignment_DFINE-015A#page1.tif source=Assignment_DFINE-015A#page2.tif							

CH 11146893 \$40.00

500110837

PATENT  
REEL: 017714 FRAME: 0925

### ASSIGNMENT AGREEMENT

WHEREAS, We, 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. 11/146,893 entitled IMPLANTS AND METHODS FOR TREATING BONE and filed in the United States Patent and Trademark Office on June 07, 2005, which claims the priority benefit of U.S. Provisional Application No. 60/577,559 filed in the United States Patent and Trademark Office on June 07, 2004 (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.

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

5-22-06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John H. Shaddock

5-22-06  
\_\_\_\_\_  
Date

2494421  
040306