

**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)

1. James F. Zucherman
2. Ken Y. Hsu
3. Charles J. Winslow
4. John J. Flynn

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

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

Execution Date(s) 6/14/06; 7/5/06; 6/15/06; 6/8/06; 6/16/06

- ☒ 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: St. Francis Medical Technologies, Inc.

Internal Address: _____

Street Address: 960 Atlantic Avenue, Suite 102

City: Alameda

State: CA

Country: US Zip: 94501

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)

11/377,971

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sheldon R. Meyer

Internal Address: Fliesler Meyer LLP

Street Address: Four Embarcadero Center, 4th l

City: San Francisco

State: CA Zip: 94111-4156

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: _____

6. Total number of applications and patents involved: _____

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 _____
Expiration Date _____

b. Deposit Account Number 06-1325

Authorized User Name Fliesler Meyer LLP

9. Signature:



Signature

7/12/06

Date

Michael L. Robbins

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

RECORDATION FORM
ADDITIONAL NAMES OF CONVEYING PARTY(IES)

5. Steven T. Mitchell
6. Scott A. Yerby
7. John A. Markwart

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) James F. Zucherman
a resident of 3035 Pierce Street, San Francisco, CA 94123; and
- (2) Ken Y. Hsu
a resident of 52 Clarendon Avenue, San Francisco, CA 94114; and
- (3) Charles J. Winslow
a resident of 25 Hilton Court, Walnut Creek, CA 94595; and
- (4) John J. Flynn
a resident of 18 Baldwin Drive, West Milford, New Jersey 07480; and
- (5) Steven T. Mitchell
a resident of 776 Duke Circle, Pleasant Hill, CA 94523; and
- (6) Scott A. Yerby
a resident of 1333 Birch Street, Montara, CA 94037; and
- (7) John A. Markwart
a resident of 4808 Heyer Avenue, Castro Valley, CA 94552.

have invented certain new and useful improvements in:

INTERSPINOUS PROCESS IMPLANT HAVING DEPLOYABLE WING AND METHOD OF IMPLANTATION

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 17TH day of March, 2006, and assigned U.S. Patent Application No. 11/377,971 and claims benefit to U. S. Provisional Application No. 60/663,885 filed March 21, 2005.

WHEREAS St. Francis Medical Technologies, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 960 Atlantic Avenue, Suite 102, Alameda, 94501, State of CA, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

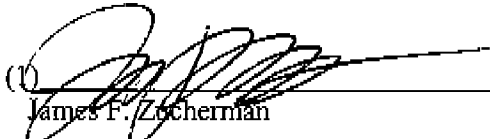
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

6/14/06
Date

(1) 
James F. Zocherman

6/14/06
Date

(2) 
Ken Y. Hsu

Date

(3) _____
Charles J. Winslow

Date

(4) _____
John J. Flynn

of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

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IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Date

(1) _____
James F. Zucherman

Date

(2) _____
Ken Y. Hsu

Date

7/5/06

(3) Charles J. Winslow
Charles J. Winslow

Date

(4) _____
John J. Flynn

Date

(3)_____
Charles J. Winslow

Date

6/15/06

(4)_____
John J. Flynn

Date

(5)_____
Steven T. Mitchell

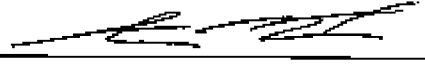
Date

(6)_____
Scott A. Yerby

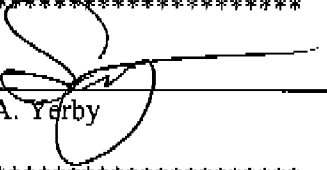
Date

(7)_____
John A. Markwart

6-8-06
Date

(5) 
Steven T. Mitchell

6/8/06
Date

(6) 
Scott A. Yerby

Date

(7)
John A. Markwart

Date

(5) _____
Steven T. Mitchell

Date

(6) _____
Scott A. Yerby

Date

JUNE 16, 2006

(7) John A. Markwart
John A. Markwart
