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DEPARTMENT OF COMMERCE  
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# 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)

Michael D. Ensign  
David T. Hawkes

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

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

Execution Date(s) 05/25/2005; 05/025/2005

- ☒ 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: Alphaspine, Inc.

Internal Address: Suite 201

Street Address: 5922 Cattleman Lane

City: Sarasota

State: Florida

Country: U.S.A. Zip: 34232

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)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bryan G. Pratt

Internal Address: Suite 150

Street Address: 10653 South River Front Parkway

City: South Jordan

State: Utah Zip: 84095

Phone Number: (801) 572-0185

Fax Number: (801) 572-7666

Email Address: bgp@raderfishman.com

## 6. Total number of applications and patents involved: 1

## 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 11440549  
Expiration Date 06/01/2006

b. Deposit Account Number 18-0013

Authorized User Name Bryan G. Pratt

## 9. Signature:

Bryan G. Pratt  
Signature

May 25, 2005  
Date

Bryan G. Pratt  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents 4

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

PATENT

REEL: 017939 FRAME: 0330

06/01/2006  
01 FC:8021

113262 U.S. PTO  
11/440549



05/25/06

ASSIGNMENT

WHEREAS, I, as a below named inventor, residing at the address stated next to my name, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements and a novel design for an

Low Profile Pedicle Screw and Rod Assembly

for which application for Letters Patent of the United States of America was executed by me on the date indicated next to my name and address;

AND WHEREAS, Alphaspine Inc., a corporation of the State of Florida having a place of business at 5922 Cattlemen Lane, Suite 201 Sarasota, Florida 34232, (hereinafter referenced as ASSIGNEES) is desirous of acquiring all interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEES, its successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEES, as the assignees of the whole right, title and interest thereto;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEES or its designee, as ASSIGNEES or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEES thereof shall hereafter require and prepare at its own expense;

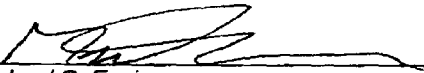
And I further agree that ASSIGNEES will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

And I hereby authorize and request my attorney(s) of record in this application to insert the execution date, serial number and filing date of this application in the spaces that follow:

Serial Number: \_\_\_\_\_, Filing Date \_\_\_\_\_

This assignment is being executed on the date indicated below.

  
Michael D. Ensign

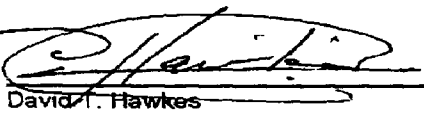
5/25/06  
Dated

1919 East Claybourne Avenue, Salt Lake City, UT 84106, U.S.A.  
Residence of first or sole inventor

STATE OF \_\_\_\_\_ )  
COUNTY \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared the above-named assignors, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

  
David F. Hawkes

5/25/06  
Dated

681 West 2760 North, Pleasant Grove, UT 84062, U.S.A.  
Residence of second or sole inventor

STATE OF \_\_\_\_\_ )  
COUNTY \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me,  
, Notary Public, personally appeared the above-named assignors, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the  
person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public