

### 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. Charles J. Winslow
- 2. Steven T. Mitchell

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

**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

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

Execution Date(s) 07/05/06; 06/08/06

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

11/304,404

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 Floor

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: 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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 06-1325

Authorized User Name Fliesler Meyer LLP

**9. Signature:**

Signature

7/17/06

Date

Michael L. Robbins

Name of Person Signing

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

**3**

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

**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

- (1) Charles J. Winslow  
a resident of 25 Hilton Court, Walnut Creek, CA 94595; and
- (2) James F. Zucherman  
a resident of 3035 Pierce Street, San Francisco, CA 94123; and
- (3) Ken Y. Hsu  
a resident of 52 Clarendon Avenue, San Francisco, CA 94114; and
- (4) Steven T. Mitchell  
a resident of 776 Duke Circle, Pleasant Hill, CA 94523; and

have invented certain new and useful improvements in:

**INTER-CERVICAL FACET IMPLANT WITH SURFACE ENHANCEMENTS**

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 14TH day of December, 2005, and assigned U.S. Patent Application No. 11/304,404. This application claims priority to all the following listed applications:

Continuation in Part of PCT/US2005/044979 dated 12/13/2005;  
And claims benefit of 60/635,453 dated 12/13,2004

- 60/668,053 dated 04/04/2005
- 60/679,377 dated 05/10/2005
- 60/679,361 dated 05/10/2005
- 60/679,363 dated 05/10/2005
- 60/687,765 dated 06/06/2005
- 60/717,369 dated 09/15/2005

And is a CIP of 11/053,399 dated 02/082005  
11/053,624 dated 02/08/2005  
11/053,735 dated 02/08/2005  
11/053,346 dated 02/08/2005  
11/093,557 dated 03/30/2005  
11/093,689 dated 03/30/2005

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.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection 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:

7/5/06  
Date \_\_\_\_\_

(1) Charles J. Winslow  
Charles J. Winslow

\_\_\_\_\_  
Date

(2) \_\_\_\_\_  
James F. Zucherman

\_\_\_\_\_  
Date

(3) \_\_\_\_\_  
Ken Y. Hsu

\_\_\_\_\_  
Date

(4) \_\_\_\_\_  
Steven T. Mitchell

\*\*\*\*\*

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

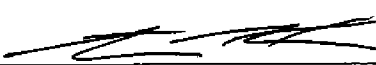
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection 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.

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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:

Date	(1) Charles J. Winslow
Date	(2) James F. Zucherman
Date	(3) Ken Y. Hsu
6-8-06	
Date	(4) Steven T. Mitchell

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