

08-11-2006

U.S. DEPARTMENT OF COMMERCE
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103289883

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):

Stephan LINDNER, Jens BEGER, Sven DIEHL and Allan MAAS

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

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

Execution Date(s):

July 01, 2006 by Sven Diehl

July 06, 2006 by Stephan Lindner, Jens Beger and Allan MAAS

- ☒ 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: AESCULAP AG & Co. KG

Internal Address:

Street Address: Am Aesculap-Platz

City: Tuttlingen

State:

Country: Germany Zip: 78532

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)

11/436,899

B. Patent No(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Barry R. Lipsitz

Internal Address: Lipsitz & McAllister, LLC

Street Address: 755 Main Street, Bldg. No. 8

City: Monroe

State: Connecticut

Zip: 06468

Phone Number: (203) 459-0200

Fax Number: (203) 459-0201

Email Address:

08/08/2006 RMEBRAHT 00000017 11436899

01 FC:8021

40.00 DP

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: _____
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b. Deposit Account Number: _____
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☒ The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

9. Signature:

Name of Person Signing: Douglas M. McAllister

August 3, 2006

Date

3

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

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we the undersigned,

Stephan LINDNER, Jens BEGER, Sven DIEHL and Allan MAAS

who, has/have created a certain invention for which an application for United States Letters Patent has been:

[] executed concurrently herewith
[X] filed on May 17, 2006 and assigned application number 11/436,899 and
is entitled:

VERTEBRAL BODY REPLACEMENT IMPLANT

Do hereby sell, assign and transfer to: **AESCULAP AG & Co. KG**

referred to herein as "Assignee", whose address is: **Am Aesculap-Platz
78532 Tuttlingen
Germany**

its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States and its territorial possessions, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto (including prior filed provisional applications) which have been or shall be filed in the United States and/or its territorial possessions, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Assignee may apply for and receive in its own name Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in the United States and its territorial possessions; and that, when requested to carry out in good faith the intent and purpose of this assignment at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns and legal representatives; and

**Assignment
Page 2**

Application No.: 11/436,899

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, I/we have hereunto set my/our signature(s) on the date(s) indicated below.

PATENT

REEL: 018140 FRAME: 0554

ASSIGNMENT

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referred to herein as "Assignee", whose address is: **Am Aesculap-Platz
78532 Tuttlingen
Germany**

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Application No.: 11/436,899

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, I/we have hereunto set my/our signature(s) on the date(s) indicated below.


(Witness) Signature

Yvonne Rütz

Name of Witness Printed


Stephan LINDNER (L.S.)

2006-07-06

Date


(Witness) Signature

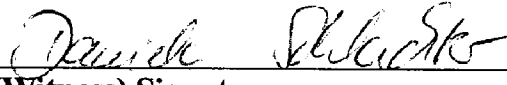
Yvonne Rütz

Name of Witness Printed


Jens BEGER (L.S.)


2006-07-06

Date


(Witness) Signature

Daniela Schlachter

Name of Witness Printed

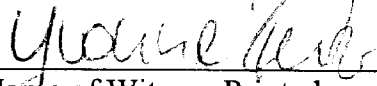

Sven DIEHL (L.S.)


2006-07-01

Date

Yvonne Rütz

(Witness) Signature


Name of Witness Printed


Allan MAAS (L.S.)

2006-07-06

Date