

PATENT ASSIGNMENT

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Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jeffrey D. Schwardt	10/13/2006
Andrea Leung	11/10/2006
Richard W. Layne	11/13/2006
RECEIVING PARTY DATA	
Name:	Kyphon Inc.
Street Address:	1221 Crossman Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11438693
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-2221
ATTORNEY DOCKET NUMBER:	KYPH-012/01US 305363-2047
NAME OF SUBMITTER:	Nancy A. Vashaw, Reg. No. 50,501
Total Attachments: 4	
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Attorney Docket No: KYPH-012/01US

PATENT

ASSIGNMENT
(Joint)

Jeffrey D. SCHWARDT, residing at 3205 Middlefield Road, Palo Alto, CA 94306; **Andrea LEUNG**, residing at 1185 Eagle Ridge Way, Milpitas, CA 95035; and **Richard W. LAYNE**, residing at 10302 South 16th Avenue, Phoenix, AZ 85041 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled LOW-COMPLIANCE EXPANDABLE MEDICAL DEVICE, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 11/438,693, and filed on May 23, 2006.

WHEREAS, Kyphon Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1221 Crossman Avenue, Sunnyvale, California, 94089 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 10/13/06

By: Jeffrey D. Schwardt
 Jeffrey D. SCHWARDT

State of California)
)
 County of Santa Clara)
)
 On October 13, 2006, before me, Dana Rubenstein, Notary Public, personally appeared Jeffrey D. Schwardt, personally known to me or ~~proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s) is/are 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 by 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.

WITNESS my hand and official seal.

Dana Rubenstein
 Signature of Notary Public

My Commission Expires: May 17, 2007

DANA RUBENSTEIN
 Commission # 1412307
 Notary Public - California
 Santa Clara County
 My Comm. Expires May 17, 2007

Place Notary Seal Above

Date: 11/10/06

By: Andrea Y. Leung
 Andrea LEUNG

State of CALIFORNIA)
)
 County of SANTA CLARA)
)
 On NOVEMBER 10, 2006, before me, DANA RUBENSTEIN, NOTARY PUBLIC, personally appeared ANDREA LEUNG, personally known to me or ~~proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s) is/are 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 by 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.

WITNESS my hand and official seal.

Dana Rubenstein
 Signature of Notary Public

My Commission Expires: May 17, 2007

DANA RUBENSTEIN
 Commission # 1412307
 Notary Public - California
 Santa Clara County
 My Comm. Expires May 17, 2007

Place Notary Seal Above

Attorney Docket No. KYPH-012/01US

Serial No. 11/438,693

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Date: 11/13/2006

By: Richard W. Layne
Richard W. LAYNE

State of _____)	
	SS.
County of _____)	
<p>On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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 by 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.</p> <p>WITNESS my hand and official seal.</p> <p>_____ Signature of Notary Public</p> <p>My Commission Expires: _____</p>	
Place Notary Seal Above	

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