

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Neil Duggal	12/20/2006
Louise Raymond	12/20/2006
Daniel R Baker	12/28/2006
Robert Conta	12/19/2006
Carly A Thaler	12/19/2006
David T Stinson	12/26/2006
Naven Duggal	12/22/2006

RECEIVING PARTY DATA

Name:	Synergy Disc Replacement, Inc.
Street Address:	1544 Gloucester Road
City:	London
State/Country:	CANADA
Postal Code:	N6G 2S6

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11534014
Application Number:	11559215

CORRESPONDENCE DATA

Fax Number: (713)651-5246  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-651-5383  
Email: jksimpson@fulbright.com  
Correspondent Name: Jan K. Simpson  
Address Line 1: 1301 McKinney Suite 5100  
Address Line 4: Houston, TEXAS 77010-3095

500200371

PATENT  
REEL: 018689 FRAME: 0703

CH \$80.00 11534014

ATTORNEY DOCKET NUMBER:

HO-P03203US1/US2

NAME OF SUBMITTER:

Jan K. Simpson

Total Attachments: 7

source=P03203US1\_US2\_ASSIGNMENT#page1.tif

source=P03203US1\_US2\_ASSIGNMENT#page2.tif

source=P03203US1\_US2\_ASSIGNMENT#page3.tif

source=P03203US1\_US2\_ASSIGNMENT#page4.tif

source=P03203US1\_US2\_ASSIGNMENT#page5.tif

source=P03203US1\_US2\_ASSIGNMENT#page6.tif

source=P03203US1\_US2\_ASSIGNMENT#page7.tif

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, effective this 19th day of December, 2006, by Neil Duggal; Louise Raymond; Daniel R. Baker; Robert Conta; Carly A. Thaler; David T. Stinson; and Naven Duggal (hereinafter referred to as Assignors), residing at 1544 Gloucester Rd., London, Ontario N6G 2S6, CANADA; 1544 Gloucester Rd., London, Ontario N6G 2S6, CANADA; 13203 39th Ave. NE, Suite 101, Seattle, Washington 98125-4615; 3650 92nd Ave SE, Mercer Island, Washington 98040; 3912 Corliss Ave N, Seattle, Washington 98103; 14241 NE Woodinville-Duvall Road, Woodinville, #415, Washington 98072; and 20 Webster Street, Apt. # 308, Massachusetts, 02446 respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in ARTIFICIAL SPINAL DISC, set forth in a Patent applications filed under U.S. Patent Application Serial No. 11/534,014 on September 21, 2006 and U.S. Patent Application Serial No. 11/559,215 filed November 13, 2006; and

**WHEREAS**, Synergy Disc Replacement, Inc., a organized under and pursuant to the laws of Canada having its principal place of business at 1544 Gloucester Rd., London, Ontario N6G 2S6, CANADA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal

representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

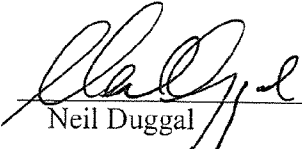
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 26271


**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Dec 20/06      Signature:   
Neil Duggal

Date: 20/12/2006

Signature:   
Louise Raymond

Date: 28 DEC. 06

Signature:   
Daniel R. Baker

25699493.1

5

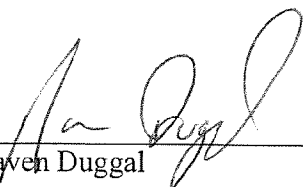
HO-P03203US1/US2

Date: Dec 19, 2006

Signature: Robert Conta  
Robert Conta



Date: 12/22/06

Signature:   
Naven Duggal