

To the Director, U.S. Patent and

Attached original documents or copy thereof.



103351255

1. Name of conveying party(ies). (List using full name or numbers for multiple parties)

Alan E. Shluzas

Additional name(s) of conveying party(ies) attached?

( ) Yes (X) No

3. Nature of conveyance:

(X) Assignment ( ) Security Agreement  
( ) Merger ( ) Change of Name  
( ) Other:

Execution Date: (List as in section 1 if multiple signatures)

December 8, 2006

2. Name and address of receiving party(ies):

Name: Endius, Inc.

Street Address: 23 West Bacon Street

City: Plainville State: MA

ZIP: 02762

Additional name(s) of receiving party(ies) attached?

( ) Yes (X) No

4. US or PCT Application number(s) or US Patent number(s):

(X) Patent Application No.: 11/527,764

Filing Date: September 26, 2006

Additional numbers attached?

( ) Yes (X) No

5. Party to whom correspondence concerning document should be mailed:

Customer No. 20,995

Address: Knobbe, Martens, Olson & Bear, LLP  
2040 Main Street, 14<sup>th</sup> Floor  
Irvine, CA 92614

Return Fax: (949) 760-9502

Attorney's Docket No.: ENDIUS.190A

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 1.21(h)): \$40

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Andrew M. Douglas

Name of Person Signing

Signature

December 15, 2006

Date

Registration No. 51,212

Total number of pages including cover sheet, attachments and document: 4

Documents transmitted via Mail to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

### ASSIGNMENT

WHEREAS, **Alan E. Shluzas**, a United States citizen, residing at 297 Temple Street #302, West Roxbury, MA 02132, has invented certain new and useful improvements disclosed in U.S. Patent Application No. 11/527,764 filed September 26, 2006 and titled **METHODS AND APPARATUSES FOR STABILIZING THE SPINE THROUGH AN ACCESS DEVICE** (the "Application"), which claims the benefit of U.S. Provisional Patent Application No. 60/721,580, filed on September 27, 2005;

AND WHEREAS, **Endius, Inc.**, a Delaware Corporation, with its principal place of business at 23 West Bacon Street, Plainville, MA 02762 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"), and also including U.S. Provisional Patent Application No. 60/721,580, set forth above; all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to

reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day of December, 2006.

Alan E. Shluzas  
Alan E. Shluzas

STATE OF Massachusetts }  
COUNTY OF Norfolk } ss.

On 12/8/06, before me, Gita A. George, personally appeared Alan E. Shluzas 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 executed the same in his authorized capacity(ies), and that by his 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.

[SEAL]

Gita Alice George  
Notary Signature

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