

01-22-2007



EET Attorney Docket No. MI4-00009

103363532

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1.19.07

1. Name of conveying party(ies)/Execution Date(s):

Miquelangelo J. Perez-Cruet
John R. Pepper
John A. Miller

.12-27-06, 12-22-06 and 12-27-06,
Execution Date(s) respectively.

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

2. Name and address of receiving party(ies)

Name: MI4SPINE, LLC

Internal Address: _____

Street Address: 600 Waddington

City: Bloomfield Hills

State: MI

Country: US Zip: 48301

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)

11/646,749

B. Patent No.(s)

01/19/2007 DBYRNE 00000105 11646749

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(40.00 DP)

Additional numbers attached? Yes No

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

Name: John A. Miller

Internal Address: _____

Street Address: 600 Waddington

City: Bloomfield Hills

State: MI

Zip: 48301

Phone Number: (248) 364-4300

Fax Number: (248) 364-4285

Email Address: miller@warnhoffmann.com

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 _____

Authorized User Name _____

9. Signature:

Signature

1-15-07

Date

John A. Miller - Reg. No. 34985

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

MINIMALLY INVASIVE INTERSPINOUS PROCESS SPACER INSERTION DEVICE

for which Assignor is about to make or has made United States or International application for patent

- (a) executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) executed on _____, _____, _____; or
- (c) filed on _____ and assigned Serial No. _____;
- (d) U.S. Patent No. _____, issued _____; and

WHEREAS, MI4SPINE, LLC., a Michigan limited liability company, with its principal business located at 600 Waddington, Bloomfield Hills, Michigan 48301, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

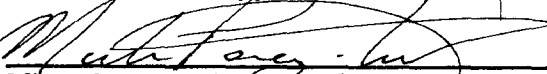
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

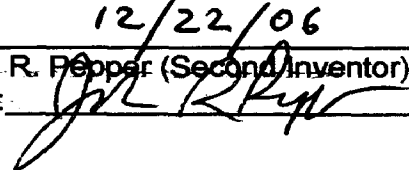
Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

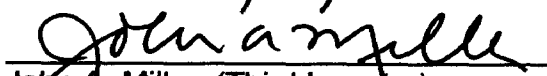
Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes and requests my attorney to insert here in parentheses (Application No. 11/646749, filed 12/28/06) the filing date and application number of said application when known.


 Miquelangelo J. Perez-Cruet (First Inventor)
 Date: 12/27/06

12/22/06

 John R. Pepper (Second Inventor)
 Date: _____


 John A. Miller (Third Inventor)
 Date: 12/27/06