

RECORDATION FORM COVER SHEET
PATENTS ONLY

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)

James F. Zucherman
Ken Y. Hsu

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

2. Name and address of receiving party(ies)

Name: St. Francis Medical Technologies, Inc.

Internal Address: _____

Street Address: 1201 Marina Village Parkway

Suite 200

City: Alameda

State: CA

Country: US Zip: 94501

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

Execution Date(s) 12/03/06

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

11/447,413

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sheldon R. Meyer

Internal Address: Fliesler Meyer LLP

Customer No. 23910

Street Address: 650 California Street
14th Floor

City: San Francisco

State: CA Zip: 94108

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: officeactions@fdml.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)

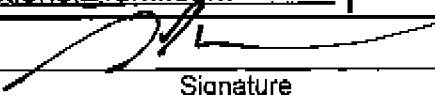
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-1325

Authorized User Name Fliesler Meyer LLP

9. Signature:


Signature

January 24, 2007

Date

Sheldon R. Meyer, Reg. No. 27,660

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Attorney Docket No.: SFMT-01118USD
srm/sfmt/1118USD.record.assign.pdf

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PATENT
REEL: 018815 FRAME: 0419

CH \$40.00 061325 11447413

**JOINT TO CORPORATE ASSIGNMENT
(CERVICAL/FACET IMPLANT)**

WHEREAS, the undersigned Inventors:

- (1) James F. Zucherman
a resident of 3035 Pierce Street, San Francisco, CA 94123; and
- (2) Ken Y. Hsu
a resident of 52 Clarendon Avenue, San Francisco, CA 94114;

have invented certain new and useful improvements in and may have executed declarations or oaths for applications for United States patents disclosing and identifying the inventions, said inventions are identified on the attached Schedule A.

WHEREAS St. Francis Medical Technologies, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1201 Marina Village Parkway, Suite 200, Alameda, State of California, 94501, wishes to acquire the entire right, title and interest in and to said applications and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said inventions"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said applications and said inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said inventions and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.


4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Dated: 12/3/06

(1) 
James F. Zucherman

Dated: 12/3/06

(2) 
Ken Y. Hsu

SCHEDULE A

Title:	INTER-CERVICAL FACET IMPLANT AND METHOD
Application No.:	11/053,399
Application Date:	February 8, 2005
Attorney Docket No.:	SFMT-01118US1

Title:	INTER-CERVICAL FACET IMPLANT AND METHOD
Application No.:	11/053,624
Application Date:	February 8, 2005
Attorney Docket No.:	SFMT-01118US2

Title:	INTER-CERVICAL FACET IMPLANT AND METHOD
Application No.:	11/053,735
Application Date:	February 8, 2005
Attorney Docket No.:	SFMT-01118US3

Title:	INTER-CERVICAL FACET IMPLANT WITH LOCKING SCREW AND METHOD
Application No.:	11/093,557
Application Date:	March 30, 2005
Attorney Docket No.:	SFMT-01118US5

Title:	INTER-CERVICAL FACET IMPLANT WITH IMPLANTATION TOOL
Application No.:	11/429,905
Application Date:	May 8, 2006
Attorney Docket No.:	SFMT-01118USA

Title:	INTER-CERVICAL FACET IMPLANT WITH MULTIPLE DIRECTION ARTICULATION JOINT AND METHOD FOR IMPLANTING
Application No.:	11/447,413
Application Date:	June 6, 2006
Attorney Docket No.:	SFMT-01118USD

Title:	INTER-CERVICAL FACET IMPLANT AND METHOD
Application No.:	11/053,346
Application Date:	February 8, 2005
Attorney Docket No.:	SFMT-01122US0

Title:	INTER-CERVICAL FACET IMPLANT AND METHOD FOR PRESERVING THE TISSUES SURROUNDING THE FACET JOINT
Application No.:	11/093,689
Application Date:	March 30, 2005
Attorney Docket No.:	SFMT-01124US0

Title:	INTER-CERVICAL FACET IMPLANT WITH SURFACE ENHANCEMENTS
Application No.:	11/304,404
Application Date:	December 14, 2005
Attorney Docket No.:	SFMT-01133US1

Title:	INTER-CERVICAL FACET IMPLANT WITH SURFACE ENHANCEMENTS
Application No.:	11/304,436
Application Date:	December 14, 2005
Attorney Docket No.:	SFMT-01133US2

Title:	IMPLANT FOR STABILIZING A BONE GRAFT DURING SPINAL FUSION
Application No.:	11/304,202
Application Date:	December 14, 2005
Attorney Docket No.:	SFMT-01134US0

Title:	INTER-CERVICAL FACET JOINT FUSION IMPLANT
Application No.:	11/304,271
Application Date:	December 14, 2005
Attorney Docket No.:	SFMT-01135US0

Title:	INTER-CERVICAL FACET JOINT IMPLANT WITH LOCKING SCREW SYSTEM
Application No.:	11/304,437
Application Date:	December 14, 2005
Attorney Docket No.:	SFMT-01135US1