

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hai H. Trieu	01/24/2007
Thomas Carls	01/22/2007
Jonathan Dewey	01/22/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Warsaw Orthodepic, Inc.
<b>Street Address:</b>	2500 Silveus Crossing
<b>City:</b>	Warsaw
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46581
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11680401
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-739-8660
Email:	bonnie.boyle@haynesboone.com
Correspondent Name:	Bonnie E. Boyle
Address Line 1:	901 Main Street, Suite 3100
Address Line 4:	Dallas, TEXAS 75202
ATTORNEY DOCKET NUMBER:	31132.611
NAME OF SUBMITTER:	Dustin T. Johnson

CH \$40.00 11680401

Total Attachments: 3  
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**A S S I G N M E N T**

WHEREAS, WE,

- (1) Hai H. Trieu of Cordova  
State of Tennessee, USA
- (2) Thomas Carls of Memphis  
State of Tennessee, USA
- (3) Jonathan Dewey of Memphis  
State of Tennessee, USA

have invented certain improvements in

**VERTEBRAL STABILIZER**

for which we have executed an application for Letters Patent of the United States of America,

\_\_\_ of even date herewith; and

X filed on February 28, 2007 and assigned application number 11/680,401; and

WHEREAS, We hereby authorize and request the attorneys of Assignee, Haynes and Boone, LLP, of 901 Main Street, Suite 3100, Dallas, Texas 75202, to insert the filing date and application number of said application when known; and

WHEREAS, Warsaw Orthopedic, Inc. (Assignee), a corporation organized and existing under the laws of the State of Indiana, having its principal office and place of business in the City of Warsaw, State of Indiana, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

Inventor Name and Residence Address:

Hai H. Trieu  
1323 Graystone Lane  
Cordova, TN 38016

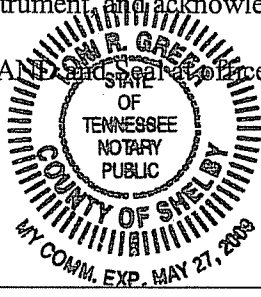
Dated: January 24, 2007

Hai H. Trieu  
Hai H. Trieu (Inventor Sign)

STATE OF Tennessee  
COUNTY OF Shelby

On this the 24<sup>th</sup> day of January, 2007 before me personally appeared Hai H. Trieu, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and SEAL in office this the 24 day of January, 2007  
Don R. Greer  
Notary Public



My Commission Expires: \_\_\_\_\_

Inventor Name and Residence Address:

Thomas Carls  
848 River Park  
Memphis, TN 38103

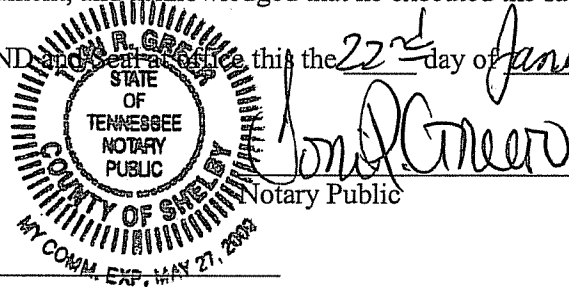
Dated: Jan 22 '07

Thomas Carls  
Thomas Carls (Inventor Sign)

STATE OF Tennessee  
COUNTY OF Shelby

On this the 22<sup>nd</sup> day of January, 2007, before me personally appeared Thomas Carls, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and Seal at my office this the 22<sup>nd</sup> day of January, 2007



My Commission Expires: \_\_\_\_\_

Inventor Name and Residence Address:

Jonathan Dewey  
408 S. Front Street, #202  
Memphis, TN 38103

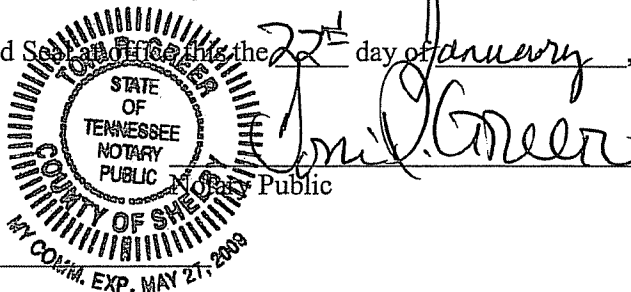
Dated: Jan 22 07

Jonathan Dewey  
Jonathan Dewey (Inventor Sign)

STATE OF Tennessee  
COUNTY OF Shelby

On this the 22<sup>nd</sup> day of January, 2007, before me personally appeared Jonathan Dewey, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and Seal at my office this the 22<sup>nd</sup> day of January, 2007



My Commission Expires: \_\_\_\_\_