

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Laurent Schaller	03/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Benvenue Medical, Inc.
<b>Street Address:</b>	1235 Pear Avenue
<b>Internal Address:</b>	Suite 111
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11464790
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)236-8176
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-236-8500
<b>Email:</b>	docket@cookalex.com
<b>Correspondent Name:</b>	Cook, Alex, McFarron, Manzo, Cummings
<b>Address Line 1:</b>	200 W. Adams Street
<b>Address Line 2:</b>	Suite 2850
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	0301-0008
<b>NAME OF SUBMITTER:</b>	Gary W. McFarron
<b>Total Attachments: 2</b> source=Assignment0008#page1.tif source=Assignment0008#page2.tif	

CH \$40.00 11464790

**PATENT**

## **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Laurent Schaller (hereinafter referred to as Assignor) assigns to Benvenue Medical, Inc. (hereinafter referred to as Assignee), a Delaware corporation, having a principal place of business at 1235 Pear Avenue, Suite 111, Mountain View, CA 94043, its successors, legal representatives and assigns, the entire right, title and interest throughout the world (1) in Assignor's invention in Spinal Tissue Distraction Devices, as described in the Patent Application Serial No. 11/464,790 for Letters Patent of the United States therefor, filed on August 15, 2006 and being designated by Attorney Docket No. 0301-0008, and (2) in any and all other United States applications, regular and provisional, and applications in any and all countries which Assignor may file, either solely or jointly with others, on said invention, (3) in any and all Letters Patent of the United States or of any other country which may be obtained on any of the said applications, (4) in any regular division, continuation, reexamination, reissue or extension of any of the foregoing, and (5) if any above United States application is provisional, in any regular application referring thereto pursuant to 35 USC 119(e) or other internal priority legislation.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any Letters Patent on said invention or improvement to Benvenue Medical, Inc.

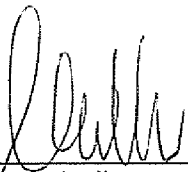
Assignor warrants that except for the prior assignments of U.S. Provisional Patent Application Serial Nos. 60/708,691; 60/738,432; and 60/784,185 to Benvenue Medical, Inc., Assignor is the owner of the entire right, title and interest in and to the invention and patent application herein assigned and has the right to make this assignment; and further warrants that there are no outstanding prior assignments, licenses, or other rights whatsoever in the interest herein assigned.

Assignor hereby agrees upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all regular, divisional, continuation, and renewal applications for said invention, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

Assignor further agrees upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application, or any regular application referring thereto, or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of Assignor's ability

with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignor further agrees to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also, to the extent not set forth above, assigns to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and Assignor agrees upon the request of said Assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee.

  
\_\_\_\_\_  
Laurent Schaller

Date 2-26-07

*State of CA, County of Santa Clara*  
SUBSCRIBED and SWORN to before me this 26<sup>th</sup> day of  
February 2007, by Laurent Schaller, *sworn to me on the basis of satisfactory*  
*evidenced to be the person who appeared before me.*

  
\_\_\_\_\_  
NOTARY PUBLIC

