

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Accin Corporation	10/13/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CERVICAL XPAND, LLC
<b>Street Address:</b>	1033 Route 46, Suite A204
<b>City:</b>	Clifton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07013
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11176915
Application Number:	11176916
Application Number:	11176914
Application Number:	11176175
Application Number:	11176717
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Matthew B. Dernier
<b>Address Line 1:</b>	Kaplan Gilman Gibson & Dernier LLP
<b>Address Line 2:</b>	900 Route 9 North
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<b>ATTORNEY DOCKET NUMBER:</b>	622/4A-E

**OP \$200.00 11176915**

NAME OF SUBMITTER:

Matthew B. Dernier

Total Attachments: 2

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## ASSIGNMENT

THIS ASSIGNMENT is made as of the 13<sup>th</sup> day of October, 2005 by ACCIN CORPORATION, a New Jersey corporation (hereinafter called "Assignor").

## BACKGROUND

A. CERVICAL XPAND, LLC, a New Jersey limited liability company, its successors and assigns (hereinafter together called "Assignee") is in the business of developing, marketing and distributing medical devices for use in spinal surgery.

B. Assignor is the owner of patents, patent applications, trademarks, trade names, logos, service marks, copyrights, patents, pending patent applications, shop rights, know-how, trade secrets, computer programs and computer software, related to the development of spinal products, and all as more specifically described on Exhibit A attached hereto and made a part hereof, which is useful in connection with the development of certain products being developed by Assignee (hereinafter collectively referred to as the "Intellectual Property").

## REDACTED

NOW THEREFORE, the Assignor, intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

2. Assignor hereby represents, warrants and covenants that:

(a) The execution, delivery and performance of this Assignment has been duly authorized by all necessary corporate and shareholders' action on behalf of Assignor and this Assignment constitutes the valid and binding obligation of Assignor enforceable in accordance with its terms.

(b) Assignor has good, valid and marketable title to all of the Intellectual Property being assigned hereby.

(c) Assignor is the registered owner of the United States and foreign patents disclosed on Exhibit A and has applications pending with the U.S. Patent Office for the patents disclosed on Exhibit A as being patents pending. Assignor has no knowledge of any adverse claim of any kind with respect to any of such patents or patent applications, nor does Assignor

have any knowledge that a patent will not issue on any such patent application. To the knowledge of Assignor, no process used by Assignor or any of the Intellectual Property set forth on Exhibit A misappropriates or infringes upon any intellectual property of another person.


(d) The execution and delivery of this Assignment, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof: (i) will not result in the imposition of any lien, security interest or encumbrance on any asset of Assignor or in the breach of any of the terms and provisions of, or result in a termination, impairment or modification of or constitute a default under, or conflict with, or cause any acceleration of any material obligation of Assignor under, or permit any other party to modify or terminate, any material agreement or other instrument by which Assignor is bound, any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any applicable law, rule or regulation; and (ii) do not require the consent, waiver or approval of or notice to any governmental authority or other person.


## REDACTED

4. The Assignment shall be construed and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized officers as of the 13<sup>th</sup> day of October, 2005.

ACCIN CORPORATION

By:   
Michael Kvitnitsky, President

Attest:   
Michael West, Secretary

(Corporate Seal)

## EXHIBIT A

1. US Patent applications #11/176,915; #11/176,916; #11/176,914; #11/176,175; #11/176,717 and future continuation patents
2. International patent applications PCT/US2005/027506

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