

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James F. ZUCHERMAN	03/27/1997
Ken Y. HSU	03/27/1997
T. Wade FALLIN	02/19/1997

RECEIVING PARTY DATA

Name:	Saint Francis Medical Technologies, LLC
Street Address:	231 Sandringham Road
City:	Piedmont
State/Country:	CALIFORNIA
Postal Code:	94611

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	11677192
Application Number:	11677175
Application Number:	11677212
Application Number:	11677145
Application Number:	11677195
Application Number:	11790904
Application Number:	11790909
Application Number:	11790910
Application Number:	11790905
Application Number:	11790907
Application Number:	11790908
Application Number:	11692356
Application Number:	11692306

PATENT

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REEL: 019463 FRAME: 0222

CH \$640.00 11677192

Application Number:	11692300
Application Number:	11692298
Application Number:	11692303

# CORRESPONDENCE DATA

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Address Line 1: 1200 19th Street, NW, 5th Floor  
Address Line 2: ATTN: Patent Group  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	John R. Mills
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Total Attachments: 4  
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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) James F. Zucherman (2) Ken Y. Hau

(3) T. Wade Fallin (4) Henry A. Klyce

(hereinafter termed "Inventors"), residents of

(1) 3035 Price Street (2) 52 Clarendon Avenue

(3) 210 East 200 South (4) 231 Sandringham Road

respectively, Cities of

(1) San Francisco (2) San Francisco

(3) Hyde Park (4) Piedmont

respectively, Counties of

(1) San Francisco (2) San Francisco

(3) Cache (4) Alameda

respectively, States of

(1) California (2) California

(3) Utah (4) California

respectively, have invented certain new and useful improvements in:

**SPINE DISTRACTION IMPLANT AND METHOD**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1.      On the

(1)      day of     , 19  ; (2)      day of     , 19  ;

(3)      day of     , 19  ; (4)      day of     , 19  ;

respectively;

Or

2.   X   Said application having SC/Serial Number 08/778,093, and filed on the 2<sup>nd</sup> day of January, 1997.

WHEREAS Saint Francis Medical Technologies, LLC (hereinafter termed "Assignee"), a Limited Liability Company of the State of Nevada, having a place of business at 231 Sandringham Road, Piedmont, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), 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 application and said invention; (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 invention, 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 invention 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 invention 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 and delivered this instrument to said Assignee before the Notary Public as given below.

(1) James F. Zucherman  
James F. Zucherman

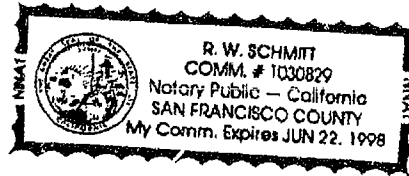
State of CALIFORNIA  
County of SAN FRANCISCO

On MARCH 27 1997 before me, R.W. SCHMITT NOTARY PUBLIC  
(name and title of officer)

personally appeared JAMES ZUCHERMAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature R.W. Schmitt



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(2) Ken Y. Hsu  
Ken Y. Hsu

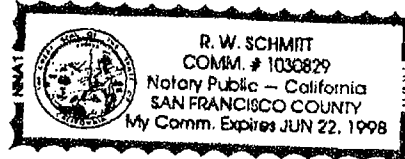
State of CALIFORNIA  
County of SAN FRANCISCO

On MARCH 27 1997 before me, R.W. SCHMITT NOTARY PUBLIC  
(name and title of officer)

personally appeared KEN HSU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature R.W. Schmitt



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(3) T. Wade Fallin  
T. Wade Fallin

State of Utah

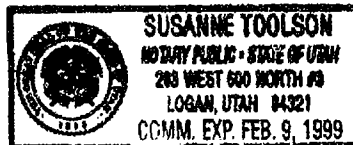
County of Cache

On 2/19/97 before me, T. Wade Fallin  
(name and title of officer)

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susanne Toolson



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(4) Henry A. Klyce  
Henry A. Klyce

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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