

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
James F. ZUCHERMAN	01/07/1999
Ken Y. HSU	01/07/1999
Charles J. WINSLOW	12/09/1998
Henry A. KLYCE	07/16/1998

**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

**CH \$640.00 11677192**

Application Number:	11692306
Application Number:	11692300
Application Number:	11692298
Application Number:	11692303

**CORRESPONDENCE DATA**

Fax Number: (202)842-7899

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

**NAME OF SUBMITTER:**

John R. Mills

**Total Attachments: 3**

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**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1) James F. Zucherman  
a resident of 3035 Pierce Street, San Francisco, CA; and

(2) Ken Y. Hsu  
a resident of 52 Clarendon Avenue, San Francisco, CA; and

(3) Charles J. Winslow  
a resident of 25 Hilton Ct., Walnut Creek, CA; and

(4) Henry A. Klyce  
a resident of 231 Sandringham Road, Piedmont, CA

have invented certain new and useful improvements in:

**SPINE DISTRACTION IMPLANT**

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

1.      On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;
- Or
2.   X   Said application having SC/Serial Number 09/175,645 and filed on the October 20, 1998.

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.

Date of Execution of Declaration for Patent Application: 11-7-99

( ) James F. Zucherman  
James F. Zucherman

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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Date of Execution of Declaration for Patent Application: 1-7-1999

(2) [Signature]  
Ken Y. Hsu

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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Date of Execution of Declaration for Patent Application: 12-9-98

(3) Charles J. Winslow  
Charles J. Winslow

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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Date of Execution of Declaration for Patent Application: July 16, 1998

(4) [Signature]  
Henry A. Klyce

State of CALIFORNIA  
County of CONTRA COSTA

On July 16, 1998 before me, GERRIT H. VAN ROOYEN III  
(name and title of officer)

personally appeared HENRY A. KLYCE, 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 [Signature]

