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COVER SHEET

PATENTS ONLY

Atty. Docket No.: 1449-53 PCT US

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Patrick M. White

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: K2M, Inc.

Internal Address: _____

Street Address: 751 Miller Drive, SE, Suite F-1

City: Leesburg

State: Virginia

Country: United States Zip: 20175

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/28/07

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Carter, DeLuca, Farrell & Schmidt, LLP

Internal Address: _____

Street Address: 445 Broad Hollow Road

Suite 225

City: Melville

State: NY Zip: 11747

Phone Number: 631-501-5700

Fax Number: 631-501-3526

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
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Authorized User Name Dana A. Brussel

9. Signature:

Dana A. Brussel
Signature

October 31, 2007
Date

Dana A. Brussel
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Attorney Docket No. 1449-53 PCT US

PATENT

For: U.S. and/or Foreign Rights
For: U.S. Application or U.S. Patent
By : Inventor(s) or Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: Patrick M. WHITE

(Inventor(s) or
person(s) or entity(es)
who own the invention)

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on

Reel

Frame

hereby sells, assigns and transfers to

ASSIGNEE:

K2M, Inc.
(Type or print name of ASSIGNEE)

751 Miller Drive, SE, Suite F-1
Address

Leesburg, Virginia 20175

United States
Nationality

(Assignment of Invention [16-3]-- page 1 of 3)

and the successors, assigns and legal representatives of the ASSIGNEE
(complete one of the following)

the entire right, title and interest

an undivided _____ percent (_____%) interest for the United States and its territorial possessions

(check the following box if foreign rights are also to be assigned)

and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

MOBILE SPINE STABILIZATION DEVICE

(check and complete (a), (b), (c) or (d))

and which is found in

- (a) U.S. patent application executed on even date herewith.
- (b) U.S. patent application executed on _____.
- (c) U.S. application Serial No. 0 / _____ filed on _____.
- (d) U.S. Patent No. _____ issued _____.

A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (e) if foreign application(s) is also being assigned)

(e) and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof

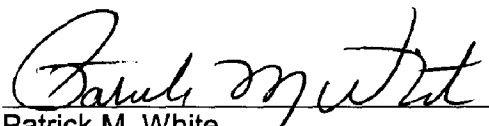
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(Assignment of Invention [16-3]-- page 2 of 3)

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this
(Date of signing).

WARNING: Date of signing must be the **same as** the date of execution of the application if item (a) was checked above.



Patrick M. White

10/28/07

Dated

(Name)

Dated

If ASSIGNOR is a legal entity complete the following information

Type or print the name of the above person
authorized to sign on behalf of ASSIGNOR

Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

Notarization or Legalization Page Added.

(Assignment of Invention [16-3]-- page 3 of 3)