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Substitute Form PTO-1595 Attorney Docket No.: 21249-017001 Client's Ref. No.: LDR/18/US

## PATENTS ONLY

Commissioner for Patents: Please record the attached original docume	nt(s) or copy(les).					
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):					
(1) Ralph Rashbaum, (2) Kee D. Kim, (3) Hyun Bae and (4) Jean-Paul Frederic Stelb Additional name(s) attached? □ Yes 图 No	LDR Medical Technopôle de l'Aube - BP 2					
3. Nature of conveyance:	10902 TROYES Cedex 9 - FRANCE					
S. Nature of conveyance.  E Assignment  ☐ Merger  ☐ Security Agreement  ☐ Change of Name  ☐ Other:						
Execution Date: (1) Rashbaum signed 5/26/2006; (2) Kim signed 5/30/2006; (3) Bae signed 5/10/2006; and (4) Steib signed 5/5/2006	Additional names/addresses attached? 🗆 Yes 🗵 No					
4. Application number(s) or patent number(s):						
If this document is being filed with a new application, the execution	date of the application is:					
A. Patent Application No(s).:	B: Patent No(s).:					
11/362,253						
Additional numbers at	tached? ☐ Yes 国 No					
<ol> <li>Name/address of party to whom correspondence concerning document should be mailed;</li> </ol>	6. Total number of applications/patents involved: 1					
STEVE LAUFF	7. Total fee (37 CFR §3.41): \$40					
Fish & Richardson P.C. One Congress Plaza	口 Enclosed 图 Authorized to charge Deposit Account.					
Suite 810	8, Deposit Account No.: 06-1050					
111 Congress Avenue	Please apply any additional charges, or any credits, to our					
Austin, TX 78701	Deposit Account No. 06-1050.					
DO NOT USE	THIS SPACE					
	<u> </u>					
9. Statement and Signature: To the best of my knowledge and any attached copy is a true copy of the original document	I belief, the foregoing information is true and correct and it.					
Steve Lauff Reg. No. 58,830	November 21, 2007					
Name of Person Signing Signature	<i>V</i> Date					
Total	number of pages including coversheet, attachments and document: 17					

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#### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

November 21, 2007 Date of Transmission Signature

Kathy Gilbert
Typed Name of Person Signing Certifi

**REEL: 020150 FRAME: 0477** 

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2/249 - 0\$100/ U.S. App. No.: 11/362,253 Attorney Docket No. LDR/18/US / AK 159856

#### ASSIGNMENT

WHEREAS, Ralph Rashbaum, a citizen of the United States and a resident of Davis, California, Hyun Bae a citizen of the United States and a resident of Davis, California, Hyun Bae a citizen of the United States and a resident of Santa Monica, California, and Jean-Paul Steib, a citizen of France and a resident of Strasbourg, France (the "Assignors"), have invented a certain new and useful invention entitled "Intervertebral Disc Prosthesis and Instrumentation for Inscrition of the Prosthesis Between the Vertebrae" (the "Invention") for which an application for a United States Patent was filed on February 24, 2006, Ser. No. 11/362,253 (the "Application"); and

WHEREAS, LDR Medical, a corporation of France, having its principal place of business at 4, rue Marie Curie, 10430 Rosicres Pres Troyes, FRANCE (hereinafter called the "Assignee"), is desirous of acquiring and the Assignors are desirous of assigning to LDR Medical all right, title and interest in and to said Invention, patents and patent applications on said Invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said invention, this assignment including, but not being limited to:

- Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and future laws or statutes;

3. All rights of action on account of past, present and future misappropriation or unauthorized use of said Invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said invention, and any trade secret misappropriation of said invention;

4. The right to Assignee to file in its name applications for patents and like grants or protection for said invention in any country or countries foreign to the United States; and

5. All international rights or priority associated with said invention, Said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that the Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Date: S/26/86	Assignor:  By: Typed/Printed Name: Ralph Rashbaum
	67 67
This instrument was acknowledged	by Ralph Rashbaum on this the 26th day of  Sunda A. Welson  Notary Public in and for the Teste of Texas  My commission expires: 1-14-2009
Date:	Assignor:  By: Typed/Printed Name: Kee D. Kim
	<b>Q</b>
This instrument was acknowledged	by Kee D. Kim on this the day of
(Seal)	Notary Public in and for the

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<del></del>		instrument		acknowledged	by	Hyun	Bac	ON	this	the		day	of
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Date:		<u> </u>	<u> </u>		By: Typi	ed/Print	ed Na	mo:	Jean-	Paul :	Steib.		_
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(Seal)						ry Publi commiss						,	

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#### ASSIGNMENT

WHEREAS, Ralph Rashbaum, a citizen of the United States and a resident of Plano, Texas, Kee D. Kim, a citizen of the United States and a resident of Davis, California, Hyun Bac a citizen of the United States and a resident of Santa Monica, California, and Jean-Paul Steib, a citizen of France and a resident of Strasbourg, France (the "Assignors"), have invented a certain new and useful invention entitled "Intervertebral Disc Prosthesis and Instrumentation for Insertion of the Prosthesis Between the Vertebrae" (the "Invention") for which an application for a United States Patent was filed on February 24, 2006, Ser. No. 11/362,253 (the "Application"); and

WHEREAS, LDR Medical, a corporation of France, having its principal place of business at 4, rue Marie Curie, 10430 Rosieres Pres Troyes, FRANCE (hereinafter called the "Assignee"), is desirous of acquiring and the Assignors are desirous of assigning to LDR Medical all right, title and interest in and to said Invention, patents and patent applications on said Invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

- Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and finure laws or statutes;

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- 3. All rights of action on account of past, present and future misappropriation or unauthorized use of said invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said invention, and any trade secret misappropriation of said invention;
- 4. The right to Assignee to file in its name applications for patents and like grants or protection for said invention in any country or countries foreign to the United States; and
- All international rights or priority associated with said invention, Said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that the Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inner to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Ŧ	Assignor:
Date:	By:
	25 LOT 603
This instrument was acknowledged, 2006.	by Relph Rashbaum on this the day of
(Seal)	Notary Public in and for the  My commission expires:
Pleaso ante K Date: May 30, 2006	Assignar: Piecse Sign bolo and By: De State Stat
	45 65 45 65
This instrument was acknowledged	by Kee D. Kim on this the day of
(Sezi)	Notary Public in and for the

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Date:	 	· <del>-</del>		By:	gnor: :c/Print	ed Na	me:	Jean	-Paul	Steib		
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(Seal)					ry Publ commis							

#### **ASSIGNMENT**

WHEREAS, Ralph Rashbaum, a citizen of the United States and a resident of Plano, Texas, Kee D. Kim, a citizen of the United States and a resident of Davis, California, Hyun Bae a citizen of the United States and a resident of Santa Monica, California, and Jean-Paul Steib, a citizen of France and a resident of Strasbourg, France (the "Assignors"), have invented a certain new and useful invention entitled "Intervertebral Disc Prosthesis and Instrumentation for Insertion of the Prosthesis Between the Vertebrae" (the "Invention") for which an application for a United States Patent was filed on February 24, 2006, Ser. No. 11/362,253 (the "Application"); and

WHEREAS, LDR Medical, a corporation of France, having its principal place of business at 4, rue Marie Curie, 10430 Rosieres Pres Troyes, FRANCE (hereinafter called the "Assignee"), is desirous of acquiring and the Assignors are desirous of assigning to LDR Medical all right, title and interest in and to said Invention, patents and patent applications on said invention:

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

- Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and future laws or statutes;

- 3. All rights of action on account of past, present and future misappropriation or unsufficied use of said invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said invention, and any trade secret misappropriation of said invention;
- 4. The right to Assignee to file in its name applications for patents and like grants or protection for said Invention in any country or countries foreign to the United States; and
- All international rights or priority associated with said Invention, Said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that the Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

## Assignor:

Date:	By:
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This instrument was acknowledged, 2006.	by Raiph Rashbaum on this the day of
(Scal)	Notary Public in and for the  My commission expires:
Date:	Assignor:  By:
	603- 625- 625
This instrument was acknowledged, 2006.	by Kee D. Kim on this the day of
(Seal)	Notary Public in and for the  My commission expires:

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		Asiguor
Date:	<u>5/10/2006</u>	By:
		<b>4</b> 00
	This instrument was acknowledged	i by Hyun Bae on this the day of
(Scal)		Notary Public in and for the  My commission expires;
		Assignor:
Date:		By:
		\$ \$ \$
-	This instrument was acknowledged   2006.	by Jean-Paul Steib on this the day of
(Scal)		Notary Public in and for the
		My commission expires:

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U.S. App. No.: 11/362,253 Attorney Docket No. LDR/18/US / AK 159856

#### ASSIGNMENT

WHEREAS, Ralph Rashbaum, a citizen of the United States and a resident of Plano, Texas, Kee D. Kim, a citizen of the United States and a resident of Davis, California, Hyon Bae a citizen of the United States and a resident of Santa Monica, California, and Jean-Paul Steib, a citizen of France and a resident of Strasbourg, France (the "Assignors"), have invented a certain new and useful invention entitled "Intervertebral Disc Prosthesis and Instrumentation for Insertion of the Prosthesis Between the Vertebrae" (the "Invention") for which an application for a United States Patent was filed on February 24, 2006, Ser. No. 11/362,253 (the "Application"); and

WHEREAS, LDR Medical, a corporation of France, having its principal place of business at 4, rue Marie Curie, 10430 Rosieres Pres Troyes, FRANCE (hereinafter called the "Assignee"), is desirous of acquiring and the Assigners are desirous of assigning to LDR Medical all right, title and interest in and to said invention, patents and patent applications on said invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

- Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
- 2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said invention, including without limitation, those obtained or permissible under past, present and finture laws or statutes;

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U.S. App. No.: 11/362,253 Attorney Docket No. LDR/18/US / AK 159856

3. All rights of action on account of past, present and future misappropriation or unauthorized use of said invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said invention, and any trade secret misappropriation of said invention;

4. The right to Assignee to file in its name applications for patents and like grants or protection for said Invention in any country or countries foreign to the United States; and

 All international rights or priority associated with said Invention, Said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that the Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inner to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

# Assignor: Typed/Printed Name: Ralph Rashbaum 9.95 This instrument was acknowledged by Ralph Rashbaum on this the \_\_\_\_\_ day of \_\_\_\_\_, 2006. Notary Public in and for the (Seal) My commission expires: Assignor: Typed/Printed Name: Kee D. Kim This instrument was acknowledged by Kee D. Kim on this the \_\_\_\_ day of \_\_\_\_\_, 2006. Notary Public in and for the (Seal) My commission expires;

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