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(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
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Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

## Execution Date:

## 2. Name and address of receiving party(ies)

Clark Hutton

August 20, 2007

Name:

Ketchen Smith

August 20, 2007

ALPHATEC SPINE, INC.

Kai-Uwe Lewandrowski

August 28, 2007

2015 Palomar Airport Road

Suite #100

Carlsbad, CA 92011

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

## 3. Nature of conveyance:

Additional name(s) & address(es) attached? ☐ Yes ☒ No☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: See Above

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

## A. Patent Application No(s):

## B. Patent No(s):

11/820,312

filed June 18, 2007

60/814,406

filed June 16, 2006

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
Concerning document should be mailed:

## 6. Total number of applications and patents involved: [ 2 ]

Name: Boris A. Matvenko, Esq.  
Address: MINTZ, LEVIN, COHN, FERRIS  
GLOVSKY and POPEO, P.C.  
666 Third Avenue - 24<sup>th</sup> Floor  
New York, New York 10017

## 7. Total fee (37 CFR 3.41) \$80.00

☒ Enclosed☒ The Commissioner is authorized to charge Deposit Account  
No: 50-0311, Reference No. 26786-536, Customer No. 35437 for  
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## 9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Boris A. Matvenko, Reg. No. 48,165

November 16, 2007

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: (4)

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## ASSIGNMENT

We, **Clark HUTTON**, a citizen of the United States of America, residing at 311 Acebo Lane, Unit B, San Clemente, California 92672, **Ketchen SMITH**, a citizen of the United States of America, residing at 425 E. 5<sup>th</sup> Avenue, Escondido, California 92025, and **Kai-Uwe LEWANDROWSKI**, a citizen of the United States of America, residing at 6435 N. Miramist Way, Tucson, Arizona 85750, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **ALPHATEC SPINE, INC.**, with offices at 2051 Palomar Airport Road, Suite 100, Carlsbad, California 92011, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in United States Letters patent entitled:

### SYSTEMS AND METHODS FOR MANIPULATING AND/OR INSTALLING A PEDICLE SCREW

filed with the U.S. Patent and Trademark Office on **June 18, 2007** and assigned Serial No. **11/820,312**, (also described and claiming benefit of U.S. Provisional Application Serial No. 60/814,406, filed on June 16, 2006), including any continuations and divisions of such utility application and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue on said utility application or on any continuation or divisional applications thereof in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patents in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

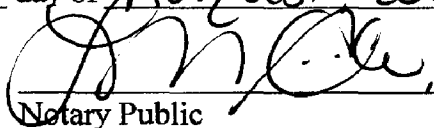
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or 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.

Date: August 20, 2007

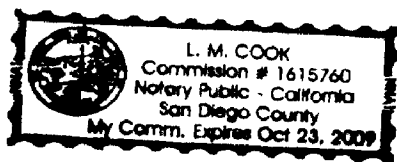
  
Signature of: Clark HUTTON

State of CA  
County of SAN DIEGO

Subscribed and sworn to before me this 20 day of August 2007

  
Notary Public

My commission expires 10/23/09



Date: Aug 20, 2007

Ketchen SMITH  
Signature of: Ketchen SMITH

State of CA  
County of San Diego, CA

Subscribed and sworn to before me this 20 day of August, 2007



[Signature]  
Notary Public

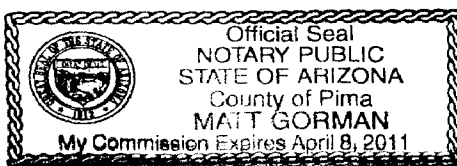
My commission expires 10/23/09

Date: 8/28/07

[Signature]  
Signature of: Kai-Uwe LEWANDROWSKI

State of AZ  
County of PIMA

Subscribed and sworn to before me this 28 day of August 2007



[Signature]  
Notary Public

My commission expires 4/8/11