

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hugues F. MALANDAIN</td> <td>06/25/2007</td> </tr> <tr> <td>Janna G. CLARK</td> <td>07/02/2007</td> </tr> <tr> <td>Andrew C. KOHM</td> <td>06/25/2007</td> </tr> </tbody> </table>		Name	Execution Date	Hugues F. MALANDAIN	06/25/2007	Janna G. CLARK	07/02/2007	Andrew C. KOHM	06/25/2007		
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Hugues F. MALANDAIN	06/25/2007										
Janna G. CLARK	07/02/2007										
Andrew C. KOHM	06/25/2007										
<b>RECEIVING PARTY DATA</b>											
<b>Name:</b>	Kyphon Inc.										
<b>Street Address:</b>	1221 Crossman Avenue										
<b>City:</b>	Sunnyvale										
<b>State/Country:</b>	CALIFORNIA										
<b>Postal Code:</b>	94089										
<b>PROPERTY NUMBERS Total: 4</b>											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11929173</td> </tr> <tr> <td>Application Number:</td> <td>11928841</td> </tr> <tr> <td>Application Number:</td> <td>11929165</td> </tr> <tr> <td>Application Number:</td> <td>11928827</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11929173	Application Number:	11928841	Application Number:	11929165	Application Number:	11928827
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<b>CORRESPONDENCE DATA</b>											
<b>Fax Number:</b>	(202)842-7899										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
<b>Phone:</b>	202-842-7800										
<b>Email:</b>	ctipton@cooley.com										
<b>Correspondent Name:</b>	Cooley Godward Kronish LLP										
<b>Address Line 1:</b>	777 6th Street, NW										
<b>Address Line 2:</b>	ATTN: Patent Group										
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001										
<b>NAME OF SUBMITTER:</b>	John R. Mills										

CH \$160.00 11929173

Total Attachments: 5

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## ASSIGNMENT

Hugues F. Malandain, residing at 101 E. Middlefield Road, #11, Mountain View, California 94043; Janna G. Clark, residing at 1 Debbie Lane, Belmont, California 94002; and Andrew C. Kohm, residing at 1210 Floribunda Avenue #4, Burlingame, California 94010 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **PERCUTANEOUS SPINAL IMPLANTS AND METHODS** and which is a:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. \_\_, and filed on \_\_; or
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 11/752,981, and filed on May 24, 2007.

**WHEREAS**, Kyphon Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1221 Crossman Avenue, Sunnyvale, California, 94089 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 6/21/07

By: [Signature]  
Hugues F. MALANDAIN

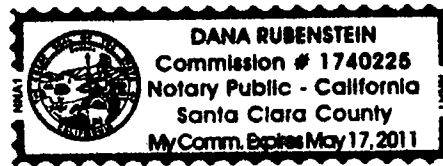
State of California )  
County of Santa Clara ) ss.

On June 21, 2007, before me, Dana Rubenstein, Notary Public, personally appeared Hugues F. Malandain, 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 of Notary Public



Place Notary Seal Above

My Commission Expires: 5/17/2011

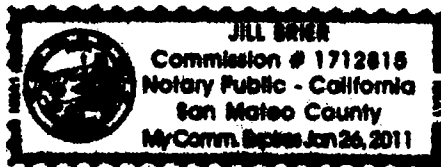
Date: 07/02/07

By: Janna G. Clark  
Janna G. CLARK

State of California )  
County of San Mateo ) ss.

On July 2, 2007, before me, Jill Brier, Notary Public, personally appeared Janna G. Clark, 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.



Jill Brier  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Jan. 26, 2011

Date: 6/25/07

By: *Andrew C. Kohm*  
Andrew C. KOHM

State of California )  
County of Santa Clara ) ss.

On June 25, 2007, before me, Dana Rubenstein, Notary Public, personally appeared Andrew C. Kohm, 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.

*Dana Rubenstein*  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 5/17/2011