

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark K. Kuiper	01/18/2005
David Yager	01/18/2005
Leonard Tokish Jr.	01/19/2005
David Michael Rosler	01/24/2005
Mark A. Reiley	02/01/2005
Susan L. Rogers	01/18/2005
Christopher Ralph	01/18/2005
Mark Charbonneau	01/18/2005
Richard Broman	01/18/2005
David Stinson	02/04/2005

RECEIVING PARTY DATA

Name:	Archus Orthopedics, Inc.
Street Address:	8624 154th Avenue NE
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11948973

CORRESPONDENCE DATA

Fax Number: (650)212-7562

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 212-1700

Email: mbuggie@shayglenn.com

Correspondent Name: Shay Glenn LLP

Address Line 1: 2755 Campus Drive, Suite 210

PATENT

500432764

REEL: 020321 FRAME: 0101

CH \$40.00 11948973

Address Line 4: San Mateo, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:

10002-707.305

NAME OF SUBMITTER:

W. Benjamin Glenn

Total Attachments: 2

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ASSIGNMENT OF APPLICATION

Docket Number 29914-701.503

Whereas, the undersigned:

- | | | | | |
|-------------------------------------|--|---|------------------------------------|---------------------------------------|
| 1. KUPER, Mark K.
Seattle, WA | 2. YAGER, David
Carnation, WA | 3. TOKISH, Jr., Leonard
Issaquah, WA | 4. ROSLER, David M.
Seattle, WA | 5. REILEY, Mark A.
Piedmont, CA |
| 6. ROGERS, Susan L.
Kirkland, WA | 7. RALPH, Christopher
Woodinville, WA | 8. CHARBONNEAU, Mark
Bellevue, WA | 9. BROMAN, Richard
Monroe, WA | 10. STINSON, David
Woodinville, WA |

hereinafter termed "Inventors", have invented certain new and useful improvements in

CROSSBAR SPINAL PROTHESIS HAVING MODULAR A DESIGN AND RELATED IMPLANTATION METHODS☒ for which an application for United States Patent was filed on October 25, 2004, Application No. 10/973,939.

WHEREAS, Archus Orthopedics, Inc., a corporation of the State of Delaware, having a place of business at 8624 154th Avenue NE, Redmond, WA 98052, (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

Said Inventors do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

1. 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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.

2. 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.

3. 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, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 1/18/05
 Date: 1/18/05
 Date: 1/19/05
 Date: 1/24/05
 Date: 2/1/05
 Date: 1/18/2005
 Date: 01.18.2005
 Date: 1/18/05
 Date: 1/18/05
 Date: 1

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Date: _____

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Date: 1/14/2005

Susan L. Rogers

Date: 01.18.2005

Christopher Ralph

Date: 1/18/05

Mark Charbonneau

Date: 1/18/05

Richard Broman

Date: 2/4/05

David Stinson

PATENT

RECORDED: 01/04/2008

REEL: 020321 FRAME: 0104