

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James F. Zucherman	06/14/2006
Ken Y. Hsu	06/14/2006
Henry Klyce	06/16/2006
Charles J. Winslow	07/05/2006
Scott A. Yerby	06/08/2006
John J. Flynn	06/15/2006
Steven T. Mitchell	06/08/2006
John A. Markwart	06/16/2006

RECEIVING PARTY DATA

Name:	St. Francis Medical Technologies, Inc.
Street Address:	960 Atlantic Avenue
Internal Address:	Suite 102
City:	Alameda
State/Country:	CALIFORNIA
Postal Code:	94501

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11923737

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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

Phone: 202-842-7800

Email: mharris@cooley.com

Correspondent Name: Cooley Godward Kronish LLP

Address Line 1: 777 6th Street, N.W.

Address Line 2: Suite 1100

PATENT

500458423

REEL: 020474 FRAME: 0676

CH \$40.00 11923737

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:

KYPH-045/03US 305363-2233

NAME OF SUBMITTER:

John R. Mills

Total Attachments: 7

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## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) James F. Zucherman  
a resident of 3035 Pierce Street, San Francisco, CA 94123; and
- (2) Ken Y. Hsu  
a resident of 52 Clarendon Avenue, San Francisco, CA 94114; and
- (3) Henry Klyce  
a resident of 231 Sandringham Road, Piedmont, CA 94611; and
- (4) Charles J. Winslow  
a resident of 25 Hilton Court, Walnut Creek, CA 94595; and
- (5) Scott A. Yerby  
a resident of 1333 Birch Street, Montara, CA 94037; and
- (6) John J. Flynn  
a resident of 18 Baldwin Drive, West Milford, New Jersey 07480; and
- (7) Steven T. Mitchell  
a resident of 776 Duke Circle, Pleasant Hill, CA 94523; and
- (8) John A. Markwart  
a resident of 4808 Heyer Avenue, Castro Valley, CA 94552.

have invented certain new and useful improvements in:

### INTERSPINOUS PROCESS IMPLANT HAVING DEPLOYABLE WING AND METHOD OF IMPLANTATION

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 24TH day of March, 2006, and assigned U.S. Patent Application No. 11/389,002 and claims benefit to U. S. Provisional Application No. 60/672,402 filed April 18, 2005.

WHEREAS St. Francis Medical Technologies, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 960 Atlantic Avenue, Suite 102, Alameda, 94501, State of CA, wishes to acquire 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, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing 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.

3. 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.

4. 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, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

6/14/06  
Date

(1) James F. Zucherman  
James F. Zucherman

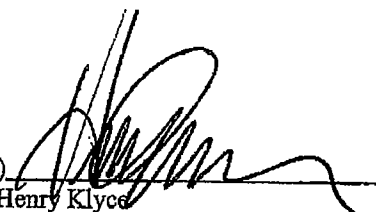
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6-14-2006  
Date

(2) Ken Y. Hsu  
Ken Y. Hsu

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Date 6/16/86

(3)   
Henry Klyce

Date \_\_\_\_\_

(4) \_\_\_\_\_  
Charles J. Winslow

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Date \_\_\_\_\_

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Scott A. Yerby

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Date \_\_\_\_\_

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John J. Flynn

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Steven T. Mitchell

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Date \_\_\_\_\_

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John A. Markwart

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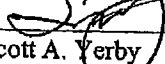
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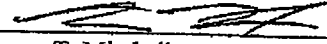
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(5)  \_\_\_\_\_  
Scott A. Verby  
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(6) \_\_\_\_\_  
John J. Flynn

6.8.06  
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Steven T. Mitchell  
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John A. Markwart  
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Date

(3)\_\_\_\_\_  
Henry Klyce

7/5/06  
Date

(4) Charles J. Winslow  
Charles J. Winslow

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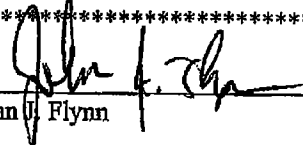
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(5) \_\_\_\_\_  
Scott A. Yerby

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John J. Flynn

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Steven T. Mitchell

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John A. Markwart

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John J. Flynn

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Date

(7) \_\_\_\_\_  
Steven T. Mitchell

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JUNE 16, 2006  
Date

(8) John A. Markwart  
John A. Markwart

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