

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<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>Steven T. Mitchell</td> <td>03/23/2008</td> </tr> <tr> <td>Charles J. Winslow</td> <td>03/17/2008</td> </tr> <tr> <td>Scott A. Yerby</td> <td>03/15/2008</td> </tr> </tbody> </table>		Name	Execution Date	Steven T. Mitchell	03/23/2008	Charles J. Winslow	03/17/2008	Scott A. Yerby	03/15/2008
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Steven T. Mitchell	03/23/2008								
Charles J. Winslow	03/17/2008								
Scott A. Yerby	03/15/2008								
RECEIVING PARTY DATA									
Name:	Medtronic Spine LLC								
Street Address:	1221 Crossman Ave.								
City:	Sunnyvale								
State/Country:	CALIFORNIA								
Postal Code:	94089								
PROPERTY NUMBERS Total: 1									
<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>11874853</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11874853				
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CORRESPONDENCE DATA									
Fax Number:	(919)854-2084								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	919-854-1844								
Email:	dholmes@coatsandbennett.com								
Correspondent Name:	Coats and Bennett PLLC								
Address Line 1:	1400 Crescent Green								
Address Line 4:	Cary, NORTH CAROLINA 27518								
ATTORNEY DOCKET NUMBER:	5910-237								
NAME OF SUBMITTER:	John R. Owen								

Total Attachments: 9
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**PATENT
 REEL: 020764 FRAME: 0663**

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A S S I G N M E N T

WHEREAS,

- (1) Steven T. Mitchell of the City of Pleasant Hill
State of California, USA
- (2) Charles J. Winslow of the City of Walnut Creek
State of California, USA
- (3) Scott A. Yerby of the City of Montara
State of California, USA

has invented certain improvements in

**SYSTEMS AND METHODS FOR IN SITU ASSEMBLY OF AN INTERSPINOUS PROCESS
DISTRACTION IMPLANT**

for which we have executed an application for Letters Patent of the United States of America,

 X filed on 18 October 2007 and assigned application number 11/874,853, and

WHEREAS, **Medtronic Spine LLC** (Assignee), a company organized and existing under the laws of the State of Delaware, having its principal office and place of business in the City of Sunnyvale, State of California, is desirous of obtaining the entire right, title, and interest in, to and under the invention and the application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the invention, and the application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for the invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications for which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for the invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name: Steven T. Mitchell
Residence Address: 776 Duke Circle
Pleasant Hill, CA 94523

Dated: _____
Steven T. Mitchell
Inventor Signature

Inventor Name: Charles J. Winslow
Residence Address: 25 Hilton Court
Walnut Creek, CA 94595

Dated: _____
Charles J. Winslow
Inventor Signature

Inventor Name: Scott A. Yerby
Residence Address: 998 Linda Vista Rd.
Montara, CA 94037

Dated: 3/15/08
Scott A. Yerby
Inventor Signature

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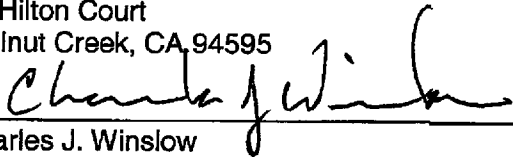
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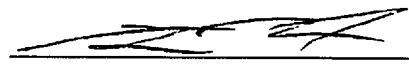
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