

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James F. Zucherman	03/16/2008
Ken Y. Hsu	03/16/2008
RECEIVING PARTY DATA	
Name:	Medtronic Spine, LLC
Street Address:	1221 Crossman Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11093689
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9727396969
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Correspondent Name:	Haynes and Boone, LLP
Address Line 1:	901 Main Street
Address Line 2:	Suite 3100
Address Line 4:	Dallas, TEXAS 75202
ATTORNEY DOCKET NUMBER:	41914.23 (31132.727)
NAME OF SUBMITTER:	Dustin T. Johnson

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Total Attachments: 4
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A S S I G N M E N T

WHEREAS,

- (1) James F. Zucherman of the City of San Francisco
State of California, USA
- (2) Ken Y. Hsu of the City of San Francisco
State of California, USA

has invented certain improvements in

INTER-CERVICAL FACET IMPLANT AND METHOD FOR PRESERVING THE TISSUE
SURROUNDING THE FACET JOINT

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

_____ of even date herewith; and

X filed on March 30, 2005 and assigned application number 11/093,689; and

WHEREAS, Medtronic Spine LLC. (Assignee), a Delaware limited liability company and successor in interest to Kyphon Inc., having its principle place of business at 1221 Crossman Avenue, Sunnyvale, 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.

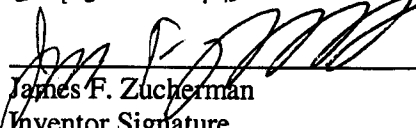
AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, 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:
Residence Address:

James F. Zucherman
~~3035 Pierce Street, San Francisco, CA 94123~~
3145 GEARY BLVD #519 94118

Dated: _____

3/16/08


James F. Zucherman
Inventor Signature

Inventor Name:
Residence Address:

Ken Y. Hsu
52 Clarendon Avenue, San Francisco, CA 94114

Dated: _____

Ken Y. Hsu
Inventor Signature

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