

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Donald L Cain</td><td>10/04/2007</td></tr><tr><td>James F Zucherman</td><td>10/10/2007</td></tr><tr><td>Ken Y Hsu</td><td>10/10/2007</td></tr><tr><td>Charles J Winslow</td><td>10/02/2007</td></tr><tr><td>Henry A Klyce</td><td>10/08/2007</td></tr><tr><td>H. Adam Klyce</td><td>10/04/2007</td></tr><tr><td>John J Flynn</td><td>10/02/2007</td></tr><tr><td>Jay A Markwart</td><td>10/04/2007</td></tr></tbody></table>		Name	Execution Date	Donald L Cain	10/04/2007	James F Zucherman	10/10/2007	Ken Y Hsu	10/10/2007	Charles J Winslow	10/02/2007	Henry A Klyce	10/08/2007	H. Adam Klyce	10/04/2007	John J Flynn	10/02/2007	Jay A Markwart	10/04/2007
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<table border="1"><tr><td>Name:</td><td>SPARTEK MEDICAL, INC.</td></tr><tr><td>Street Address:</td><td>4070 Nelson Avenue, Suite D</td></tr><tr><td>City:</td><td>Concord</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94520</td></tr></table>		Name:	SPARTEK MEDICAL, INC.	Street Address:	4070 Nelson Avenue, Suite D	City:	Concord	State/Country:	CALIFORNIA	Postal Code:	94520								
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CORRESPONDENCE DATA																			
Fax Number: (415)362-2928 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
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Address Line 4: San Francisco, CALIFORNIA 94108																			
ATTORNEY DOCKET NUMBER:	SPART-01022US0																		

PATENT

500566615

REEL: 021095 FRAME: 0937

OP \$40.00 11832494

NAME OF SUBMITTER:

Sheldon R. Meyer, Reg. No. 27,660

Total Attachments: 3

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## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) DONALD L. CAIN  
a resident of Oakland, California; and
- (2) JAMES F. ZUCHERMAN  
a resident of San Francisco, California; and
- (3) KEN Y. HSU  
a resident of San Francisco, California; and
- (4) CHARLES J. WINSLOW  
a resident of Walnut Creek, California; and
- (5) HENRY A. KLYCE  
a resident of Piedmont, California; and
- (6) H. ADAM KLYCE  
a resident of Berkeley, California; and
- (7) JOHN J. FLYNN  
a resident of Walnut Creek, California; and
- (8) JAY A. MARKWART  
a resident of Castro Valley, California;

have invented certain new and useful improvements in:

### DYNAMIC STABILIZATION AND MOTION PRESERVATION SPINAL IMPLANTATION SYSTEM AND METHOD

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 August 1, 2007, and assigned U.S. Patent Application No. 11/832,494, which claims benefit to U.S. Provisional Application No. 60/942,162, filed on June 5, 2007.

WHEREAS SPARTEK MEDICAL, INC. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 4070 Nelson Avenue, Suite D, Concord, CA 94520, 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:

10/04/07  
Date

10/10/07  
Date

10/10/07  
Date

(1)   
DONALD L. CAIN

(2)   
JAMES F. ZUCHERMAN

(3)   
KEN Y. HSU

Date 10/2/07

(4) Charles J. Winslow  
CHARLES J. WINSLOW

Date 10/08/07

(5) Henry A. Klyce  
HENRY A. KLYCE

Date 10/4/2007

(6) H. Adam Klyce  
H. ADAM KLYCE

Date 10/2/07

(7) John J. Klynn  
JOHN J. KLYNN

Date 10/4/07

(8) Jay A. Markwart  
JAY A. MARKWART