

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	SPARTEK MEDICAL, INC.
Street Address:	4070 Nelson Avenue, Suite D
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11832548

CORRESPONDENCE DATA

Fax Number: (415)362-2928

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

Phone: 4153623800

Email: officeactions@fdml.com

Correspondent Name: Sheldon R Meyer

Address Line 1: 650 California Street, 14th Floor

Address Line 2: Fliesler Meyer LLP

Address Line 4: San Francisco, CALIFORNIA 94108

OP \$40.00 11832548

500568554

PATENT
REEL: 021105 FRAME: 0861

ATTORNEY DOCKET NUMBER:	SPART-01029US0
NAME OF SUBMITTER:	Sheldon R. Meyer, Reg. No. 27,660
Total Attachments: 3 source=1029-Assignment#page1.tif source=1029-Assignment#page2.tif source=1029-Assignment#page3.tif	

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 WITH HORIZONTAL DEFLECTION ROD AND ARTICULATING VERTICAL RODS

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. 11/832,548, 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:

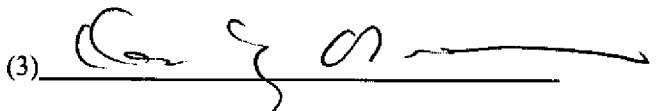
10/04/07
Date

(1) 
DONALD L. CAIN

10/10/07
Date

(2) 
JAMES F. ZUCHERMAN

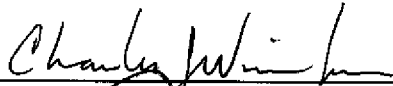
10/10/07

(3) 

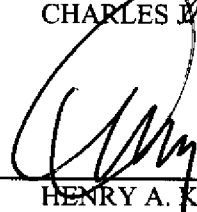
Date

KEN Y. HSU

10/2/07
Date

(4) 
CHARLES E. WINSLOW

10/08/07
Date

(5) 
HENRY A. KLYCE

10/4/2007
Date

(6) 
H. ADAM KLYCE

10/2/07
Date

(7) 
JOHN J. FLYNN

10/4/07
Date

(8) 
JAY A. MARKWART