

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Marc I. Malberg	07/20/2004
Gretchen Dougherty Shah	07/19/2004
Rui J. Ferreira	07/19/2004

RECEIVING PARTY DATA

Name:	EBI, L.P.
Street Address:	100 Interpace Parkway
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12206015

CORRESPONDENCE DATA

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Address Line 2: Stephen J. Foss, Esq.  
Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:

5490E-000284/COB

NAME OF SUBMITTER:

Maria Comninou

Total Attachments: 3

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PATENT

REEL: 021494 FRAME: 0954

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CH \$40.00 12206015

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## ASSIGNMENT

Atty. Docket No. 5490E-000284

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

### EXPANDABLE SPINAL IMPLANT

which is the subject of a United States or International application for patent

- (a) ☒ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_;
- (c) ☐ filed on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_ or PCT International Application No. \_\_\_\_\_;
- (d) ☐ U.S. Patent No. \_\_\_\_\_, issued \_\_\_\_\_, and  
☐ presently assigned as evidenced at Reel \_\_\_\_\_, Frame \_\_\_\_\_; or
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, EBI, L.P., an Indiana Corporation, having a business address at 100 Interpace Parkway, Parsippany, New Jersey 07054, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

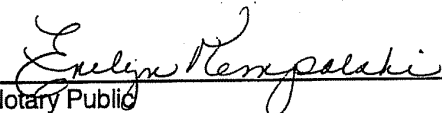
Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. 10/897,371, filed July 22, 2004) the filing date and application number of said application when known.

**ASSIGNMENT**

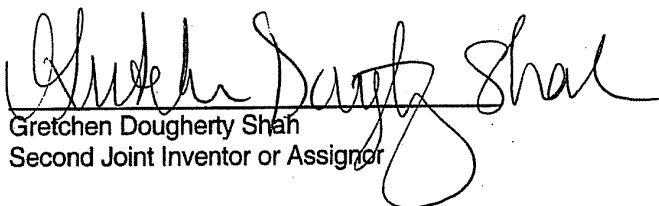
  
Marc I. Malberg  
First Inventor or Assignor

State of New Jersey )  
County of SOMERSET ) ss.

On this 20<sup>th</sup> day of July, 2004, before me personally appeared **MARC I. MALBERG**, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

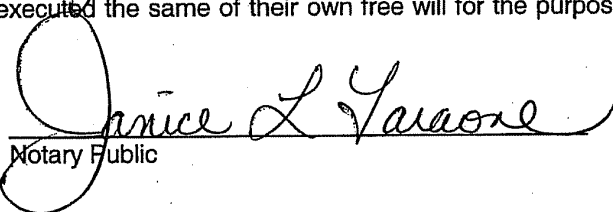
  
Notary Public

**EVELYN V. TEMPALSKI**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Exp. Aug. 10, 2008

  
Gretchen Dougherty Shah  
Second Joint Inventor or Assignor


State of New Jersey )  
County of Morris ) ss.

On this 19<sup>th</sup> day of July, 2004, before me personally appeared **GRETCHEN DOUGHERTY SHAH**, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

  
Notary Public

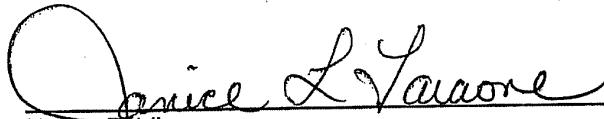
**JANICE L. FARAONE**  
Notary Public of New Jersey  
My Commission Expires 11•1•2005

**ASSIGNMENT**

  
Rui J. Ferreira  
Third Joint Inventor or Assignor

State of New Jersey )  
County of Morris ) ss.

On this 19<sup>th</sup> day of July, 2004, before me personally appeared **RUI J. FERREIRA**, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

  
Notary Public

**JANICE L. FARAONE**  
Notary Public of New Jersey  
My Commission Expires 11•1•2005