OP \$40.00 1162

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Amicus, LLC	09/22/2008

RECEIVING PARTY DATA

Name:	K2M, Inc.	
Street Address:	751 Miller Drive S.E. , Suite F-1	
City:	Leesburg	
State/Country:	VIRGINIA	
Postal Code:	20175	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11622545

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 641/4

NAME OF SUBMITTER: Matthew B. Dernier

Total Attachments: 1

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PATENT REEL: 021609 FRAME: 0975

Attorney Docket No.: 641-4

Assignment of Patent Rights

The parties to this assignment are listed below and if there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them:

Assignor: Amicus, LLC having an address at 12 Heritage Court, Grand Prairie, Texas 75050; and **Assignee:** K2M, Inc. having an address at 751 Miller Drive S.E., Suite F-1, Leesburg, Virginia 20175.

This assignment relates to the following patent applications and/or issued patents, which are hereinafter referred to as "the Patent":

[X] a United States patent application filed in the U.S. Patent and Trademark Office on <u>January 12, 2007</u>, Serial No. <u>11/622,545</u>, entitled <u>Apparatus and Methods for Inserting an Implant</u>; and

[X] an international application filed in the U.S. Patent and Trademark Office on <u>July 16, 2007</u>, Serial No. <u>PCT/US2007/73573</u>, entitled <u>Apparatus and Methods for Inserting an Implant</u>; or

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment. Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention(s) described and claimed in the Patent, and all patents that may issue based on the invention(s) and on the Patent, including any patent that issues from a divisional and/or continuing application claiming benefit of the Patent, in the United States and in every foreign country, including the right to enforce the Patent for infringement accrued prior to the effective date of this assignment. Assignor also assigns to Assignee all priority rights in the Patent.* In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name.* Assignor authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to Assignee. Assignor states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment. Assignor will sign any additional documents as may be needed to carry out the purpose of this assignment. This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee.

The undersigned hereby grant(s) to the firm of Kaplan Gilman Gibson & Dernier LLP, 900 Route 9 North, Woodbridge, New Jersey 07095, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

The effective date of this assignment is beamber 21, 200 7

SIGNATURE(S)

DATE

TYPED OR PRINTED NAME(S)

signor Signature

Date

Randall F. Lee

(Title Executive Mem E

Witness

Witness

Date _ 9/22/08

Date 9/22/08

IRA SPIES
My Commission Expires
March 18, 2009

RECORDED: 09/30/2008

PATENT REEL: 021609 FRAME: 0976

^{*} Strike italicized sections only if foreign rights are not intended to be assigned.