

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of the Assignee previously recorded on Reel 019964 Frame 0990. Assignor(s) hereby confirms the name of the Assignee from X-Sten, Corp to X-Sten Corp.												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Bryce Way</td><td>02/08/2007</td></tr></table>	Name	Execution Date	Bryce Way	02/08/2007									
Name	Execution Date												
Bryce Way	02/08/2007												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>X-Sten Corp</td></tr><tr><td>Street Address:</td><td>2362 Qume Drive</td></tr><tr><td>Internal Address:</td><td>Suite D</td></tr><tr><td>City:</td><td>San Jose</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>95131</td></tr></table>	Name:	X-Sten Corp	Street Address:	2362 Qume Drive	Internal Address:	Suite D	City:	San Jose	State/Country:	CALIFORNIA	Postal Code:	95131	
Name:	X-Sten Corp												
Street Address:	2362 Qume Drive												
Internal Address:	Suite D												
City:	San Jose												
State/Country:	CALIFORNIA												
Postal Code:	95131												
PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Application Number:</td><td>11193581</td></tr></table>	Property Type	Number	Application Number:	11193581									
Property Type	Number												
Application Number:	11193581												
CORRESPONDENCE DATA													
Fax Number: (650)493-6811 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 650 493-9300													
Email: klopez@wsgr.com													
Correspondent Name: Katherine Lopez													
Address Line 1: 650 Page Mill Road													
Address Line 4: Palo Alto, CALIFORNIA 94304													
ATTORNEY DOCKET NUMBER:	36930-704.201												
NAME OF SUBMITTER:	Katherine												
Total Attachments: 6 source=11193581_recasg_way#page1.tif													

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PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bryce Way	02/08/2007
RECEIVING PARTY DATA	
Name:	X-Sten, Corp.
Street Address:	2382-D Qume Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11193581
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(713) 238-8000
Email:	Tfaleski@conleyrose.com
Correspondent Name:	Thaddeus J. Faleski
Address Line 1:	P. O. Box 3267
Address Line 4:	Houston, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	2329-00101 TJF
NAME OF SUBMITTER:	Thaddeus J. Faleski
Total Attachments: 2 source=_Assign_Way_00101_001#page1.tif source=_Assign_Way_00101_001#page2.tif	

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ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by X-Sten, Corp., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Bryce Way along with Murray D. Solsberg and Donald Schomer, are joint inventors, ("ASSIGNORS"), having made an invention in **Spinal Ligament Modification**, while in the employ either as an employee or consultant of X-Sten, Corp., a corporation organized and existing under the laws of the State of Delaware, doing business at 2362-D Qume Drive, San Jose, California 95131 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said X-Sten, Corp., its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in **Spinal Ligament Modification**;
2. United States of America patent application on said invention, as Application No. 11/193,581 filed July 29, 2005, Attorney's File No. 2329-00101; entitled **Spinal Ligament Modification**;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

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8. All international rights of priority associated with said invention, applications, patents and like protection;

and I covenant that I, and our heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED on the date indicated below, opposite my signature.

Date: 2/8/07

Bryce Way
Bryce Way

THE STATE OF CALIFORNIA §
 §
COUNTY OF SANTA CLARA §

BEFORE ME, the undersigned authority, on this day personally appeared BRYCE WAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

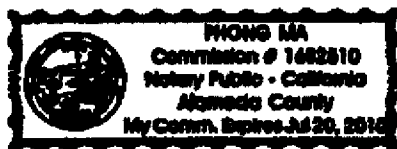
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Eight day of February, 2007.

[SEAL]

My Commission Expires:

July 20, 2010

DHONG MA
Notary Public in and for
the State of California



CONFIRMATORY PATENT ASSIGNMENT

Docket Number 36930-703

WHEREAS, the undersigned:

WAY, BRYCE
226 Vista Roma Way
San Jose, CA

(hereinafter "Inventor"), has invented certain new and useful improvements in the inventions identified by the Title, Application No., and Filing Date in APPENDIX A, such applications having been filed in the United States Patent & Trademark Office (hereinafter "Application(s)").

WHEREAS, Inventor previously executed one or more Assignments of the invention for said Application(s) as indicated in APPENDIX A, said previously executed Assignments erroneously identified the Assignee as either X-Sten, Inc., a Delaware Corporation, or X-Sten, Corp., a Delaware Corporation.

WHEREAS, Inventor intended the previously executed one or more Assignments of the invention for said Application(s) as indicated in APPENDIX A to be assigned to X-Sten Corp., a Delaware Corporation at the time of execution of the earliest Assignment.

WHEREAS, the previous assignments sought to be corrected were recorded at the Reel/Frames identified in APPENDIX A.

WHEREAS, X-Sten Corp., a corporation of the State of Delaware, having a place of business at 2362 Oume Drive, San Jose CA 95131, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor hereby covenants and agrees 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, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) 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 Inventor(s), their respective heirs, legal representatives and assigns.


4. Said Inventor hereby warrants and represents that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

CONFIRMATORY PATENT ASSIGNMENT

Docket Number 36930-703

5. Said Inventor hereby requests that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee and further intends that the execution date of this instrument shall have an effective date as to each Application(s) identified in APPENDIX A which corresponds to the date of the earliest prior executed Assignment as identified in APPENDIX A.


Bryce Way

APPENDIX A - Way, Bryce

APPLICATION No.	TITLE	FILING DATE	ASSIGNEE	ASSIGNMENT EXECUTION DATE	REEL/FRAME
11/193,278	Spinal Ligament Modification Devices [Donald Schomer, Murray D. Solsberg, Bryce Way]	July 29, 2005	X-Sten, Inc. X-Sten, Corp.	October 12, 2005 February 8, 2007	016711/0108 019950/0105
11/193,557	Spinal Ligament Modification Kit [Murray D. Solsberg, Donald Schomer, Bryce Way]	July 29, 2005	X-Sten, Corp.	February 8, 2007	019967/0707
11/193,559	Spinal Ligament Modification Devices [Donald Schomer, Murray D. Solsberg, Bryce Way]	July 29, 2005	X-Sten, Corp.	February 8, 2007	019966/0225
11/193,581	Spinal Ligament Modification [Murray D. Solsberg, Donald Schomer, Bryce Way]	July 29, 2005	X-Sten, Corp.	February 8, 2007	019964/0990
11/380,370	Ligament Decompression Kit [Donald Schomer, Murray D. Solsberg, Bryce Way]	April 26, 2006	X-Sten, Corp.	February 8, 2007	019935/0358
11/380,377	Ligament Decompression Method Using Tissue Retraction [Donald Schomer, Murray D. Solsberg, Bryce Way]	April 26, 2006	X-Sten, Corp.	February 8, 2007	019935/0449
11/380,382	Ligament Decompression Tool with Tissue Engaging Device [Donald Schomer, Murray D. Solsberg, Bryce Way]	April 26, 2006	X-Sten, Corp.	February 8, 2007	019935/0401
11/380,383	Ligament Decompression Tool with Tissue Removal Device [Donald Schomer, Murray D. Solsberg, Bryce Way]	April 26, 2006	X-Sten, Corp.	February 8, 2007	019935/0265
10/495,536	Spinal Ligament Modification Devices [Donald Schomer, Murray D. Solsberg, Bryce Way]	Feb. 8, 2007/July 29, 2005	X-Sten, Corp.	February 8, 2007	019935/0288
11/461,020	Tools for Percutaneous Spinal Ligament Decompression and Device for Supporting Same [Bryce Way, Donald Schomer, Murray D. Solsberg]	July 31, 2006	X-Sten, Corp.	September 6, 2006	018368/0593
11/461,036	Device for Resecting Spinal Tissue [Bryce Way, Donald Schomer, Murray D. Solsberg]	July 31, 2006	X-Sten, Corp.	September 6, 2006	018368/0467
11/461,045	Percutaneous Tissue Excision Devices and Methods [Minh Tran, Bryce Way]	July 31, 2006	X-Sten, Corp.	September 6, 2006	018368/0701
11/556,213	Tissue Excision Devices [Bryce Way, Donald Schomer, Minh Tran, Murray D. Solsberg]	November 3, 2006	X-Sten, Corp.	October 9, 2006	020439/0040
11/555,899	Tissue Retrieval Devices and Methods [Bryce Way, Minh Tran, Donald Schomer, Murray D. Solsberg]	November 2, 2006	X-Sten, Corp.	November 9, 2006	018851/0208
11/582,349	Ipsilateral Approach to Minimally Invasive Ligament Decompression Procedure [Murray D. Solsberg, Donald Schomer, Timothy M. Reeves, Bryce Way]	May 9, 2006	X-Sten, Inc. X-Sten, Corp.	May 26, 2006 February 8, 2007	017797/0584 019967/0020

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