

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Martin Quirno	11/16/2008
RECEIVING PARTY DATA	
Name:	Q-Spine, LLC
Street Address:	405 Park Avenue, 15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12273999
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1045.002
NAME OF SUBMITTER:	Kenneth S. Weitzman
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 12273999

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PATENT
REEL: 021860 FRAME: 0771

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

MARTIN QUIRNO, M.D., residing at 55 W. 26th St., Apt. 16L, New York, NY 10010;

(hereinafter collectively referred to as "ASSIGNOR"),

have made a discovery or invention entitled:

SPINAL MEASUREMENT DEVICE AND DISTRACTOR

- ☒ for which application for Letters Patent of the United States has been executed on even date herewith,
- ☒ for which provisional application for Letters Patent of the United States has been filed on **July 11, 2008**, under Application No. **61/080,030**, and

WHEREAS:

Q-SPINE, LLC, 405 Park Avenue, 15th Floor, New York, NY 10022

(hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all other countries

NOW THEREFORE, TO ALL IT MAY CONCERN:

Be it known that for valuable consideration from ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, I, said ASSIGNOR, hereby sell, assign and transfer to ASSIGNEE and its successors, other legal representatives and assigns the full and exclusive right, title and interest to said discovery or invention in the United States, its territorial possessions, and in all other countries, and to all Letters Patent or similar legal protection in the United States, its territorial possessions, and in any and all other countries to be obtained for said invention by said application or any continuation, continuation in part, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in any other country for the full term or terms for which the same may be granted.

I, said ASSIGNOR, hereby covenant that I have the full right to convey the entire interest herein assigned and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

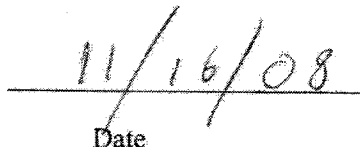
I, said ASSIGNOR, hereby agree to execute all papers necessary in connection with the application and any continuation, continuation in part, divisional, reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient;

I, said ASSIGNOR, hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue all said Letters Patent for said discovery or invention to the ASSIGNEE as assignee of the entire right, title and interest into and under the same, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns;

I, said ASSIGNOR, hereby authorize the ASSIGNEE to apply for and obtain the recordation of this Assignment, and I, said ASSIGNOR, also hereby agree that I shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as the ASSIGNEE may reasonably request in order for the ASSIGNEE to obtain the full benefit of this Assignment and to permit the Assignment to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as the ASSIGNEE may from time to time reasonably request;

AND it is further covenanted and agreed that I, said ASSIGNOR, will, at any time upon request by the ASSIGNEE, its successors, legal representatives or assigns, communicate to said ASSIGNEE, its successors, assigns or other legal representatives, any facts relating to said invention(s) and the history thereof known to said ASSIGNOR and testify as to same in any interference or any other legal proceeding when requested to do so, sign any and all lawful papers, execute any and all necessary assignment papers to cause any Letters Patent to be issued to ASSIGNEE, make all rightful oaths and generally do everything necessary or desirable to aid said ASSIGNEE, its successors and assigns, to obtain, perfect title in and enforce proper protection for said inventions in the United States and in any and all other countries, all without further compensation, but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

SIGNED


MARTIN QUIRNO, M.D.
Date