

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Daniel REFAI	10/21/2008
Jeffrey T. EBERSOLE	10/24/2008
Jeffrey A. FARRIS	10/24/2008
RECEIVING PARTY DATA	
Name:	BIOSPINE, LLC
Street Address:	5865 East State Road 14
City:	Columbia City
State/Country:	INDIANA
Postal Code:	46725
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12252552
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	John W. Boger
Address Line 1:	5 Columbia Circle
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.
Address Line 4:	Albany, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	2890.005
NAME OF SUBMITTER:	John W. Boger

Total Attachments: 3

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ASSIGNMENT

WHEREAS, we,

Daniel REFAI, a citizen of the United States of America, residing at 7332 Drexel Drive, Saint Louis, MO 63130; and

Jeffrey T. EBERSOLE, a citizen of the United States of America, residing at 7629 South State Road 9, Columbia City, IN 46725; and

Jeffrey A. FARRIS, a citizen of the United State of America, residing at 1056 Rose Lane, Berne, IN 46711;

have invented certain new and useful improvements in **A SURGICAL INSTRUMENT AND METHOD OF USE FOR INSERTING AN IMPLANT BETWEEN TWO BONES** for which we have filed an application for Letters Patent of the United States, on October 16, 2008, and which has been assigned Serial Number 12/252,552; and

WHEREAS, **BioSpine, LLC**, having offices at 5865 East State Road 14, Columbia City, IN 46725, is desirous of obtaining the entire right, title and interest in, to and under the said improvements and the said application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the said **Daniel REFAI, Jeffrey T. EBERSOLE** and **Jeffrey A. FARRIS**, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said **BioSpine, LLC**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or

countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said **BioSpine, LLC**, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

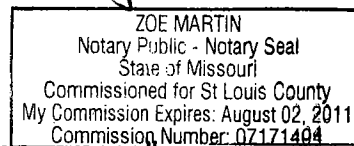
AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said **BioSpine, LLC**, its successors, legal representatives and assigns, any facts known to **BioSpine, LLC** respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said **BioSpine, LLC**, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this
21 day of October, 2008.


 Daniel REFAI

STATE OF Missouri)
 COUNTY OF ST Louis) ss.:



On this 21 day of October, 2008, before me personally came **Daniel REFAI**, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

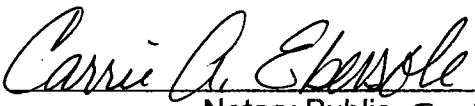

 Notary Public

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this
24th day of October, 2008.



 Jeffrey T. EBERSOLE

STATE OF Indiana)
) ss.:
 COUNTY OF Whitley)

On this 24 day of October, 2008, before me personally came
Jeffrey T. EBERSOLE, to me known and known to me to be the person of that name,
 who signed and sealed the foregoing instrument, and he acknowledged the same to be
 his free act and deed.


 Notary Public Expire July 1, 2009

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this
24 day of October, 2008.


 Jeffrey A. FARRIS

STATE OF Indiana)
) ss.:
 COUNTY OF Whitley)

On this 24 day of October, 2008, before me personally came
Jeffrey A. FARRIS, to me known and known to me to be the person of that name, who
 signed and sealed the foregoing instrument, and he acknowledged the same to be his
 free act and deed.


 Notary Public Expire July 1, 2009