

12-08-2008



To the Director, U.S. Patent and Trade

original documents or copy thereof.

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<p>1. Name of conveying party(ies): (L or numbers for multiple parties)</p> <p>Neville Alleyne</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Elite I.P., Inc.</p> <p>Street Address: 4637 Park Drive, #4</p> <p>City: Carlsbad State: CA</p> <p>ZIP: 92008</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>October 1, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/757,186</p> <p>Filing Date: June 1, 2007</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: ALLEYNE.007A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Thomas R. Arno</u> Name of Person Signing</p> <p><u>40,490</u> Registration No.</p> <p><u>[Signature]</u> Signature</p> <p><u>December 2, 2008</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 2</p>	

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PATENT**REEL: 021945 FRAME: 0978**

ASSIGNMENT OF PATENT

THIS ASSIGNMENT is made as of October 1, 2008, between Neville Alleyne, an individual residing in the State of California ("Assignor") and Elite I.P., Inc., a California corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is the owner of U. S. Patent Application No. 11/757,186 filed June 1, 2007 entitled "Method and Apparatus for Spinal Osteoligamentous Resection" (the "Patent"); and

WHEREAS, the Assignor has agreed to assign his interest in the Patent to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Patent, and in and to all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, and all applications claiming priority therefrom, including all Conventions and Treaty rights of all kinds, in all countries throughout the world for said inventions; and the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, to the Assignee; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which any and all of said Patent may issue, to the same extent as the Assignor would hold and enjoy if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Patent with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Agreement and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Patent in all countries.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this Assignment to be executed by its duly authorized officer effective as of the date first set forth above.


Neville Alleyne

PATENT

RECORDED: 12/05/2008

REEL: 021945 FRAME: 0979