

To the Director of the U.S. Pate

12-18-2008

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U.S. DEPARTMENT OF COMMERCE

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Name of conveying party(ies): Andreas BAUSEWEIN Thomas BIERHOFF Dirk David GOLDBECK **Tobias HAPPEL** Hans-Jürgen SCHRAGE 2. Name and Address of receiving party(ies): SIEMENS AKTIENGESELLSCHAFT Wittelsbacherplatz 2 80333 Munich **GERMANY** 3. Nature of conveyance: Χ Assignment Merger Security Agreement Change of Name Other: Execution Date(s): 09/13/2008; 09/09/2008; 09/08/2008; 09/24/2008; 09/09/2008 4. Application number(s) or patent number(s): This document is being filed together with a new application. OR This document is being filed after filing of the application: (a) Patent Application No(s)., filed (Concurrently); or (b) Patent No(s)., issued. 5. Name and address of party to whom correspondence concerning document should be mailed: STAAS & HALSEY LLP Our Docket: 2454.1028 Attention: Richard A. Gollhofer 1201 New York Ave., N.W., 7th Floor Washington, D.C. 20005 Total number of applications and patents involved: \_\_1 6. Total fee (37 CFR 3.41)..... (\$ 40.00 per Patent or Application in Assignment) 7. Authorized to be charged to deposit account. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit 8. Account) (Attach duplicate copy of this page if paying by deposit account) Richard A. Gollhofer, Reg. No. 31,106

Total number of pages including cover sheet: 7

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Name of Person Signing

PATENT REEL: 022019 FRAME: 0585

## ASSIGNMENT

For good and valuable consideration, I/we, the undersigned

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Dr. Andreas Bausewein

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Dr. Hans-Jürgen Schrage

Dr. Dirk David Goldbeck

residing at:

Leipziger Ring 8 59558 Lippstadt GERMANY

residing at:

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hereby sell, assign, and transfer to

Siemens	Aktiengesellschaft	

a German corporation

organized and existing under the laws of

**GERMANY** 

having its (their) principal place of business

in München; GERMANY

herein the "Assignee(s)", its (their) successor(s), assigns and legal representatives the entire and exclusive right, title and interest in and for the United States and for any of the Contracting States bound by the PCT on the international filing date, in all and to any improvements in the

DEVICE, SENSOR, SENSOR ELEMENT AND METHOD FOR MEASURING (Title:) THE PROFILE OF A SPINAL COLUMN AND FOR MEASURING CHANGES IN THE PROFILE OF THE SPINAL COLUMN

disclosed in the PCT international application for Letters Patent designating the United States and any of the Contracting States bound by the PCT on the international filing date, said application being identified in our records as

Applicants File No.

2006P12785WOUS

and filed as PCT-application

PCT/EP2007/052116

PATENT **REEL: 022019 FRAME: 0586**  and in and to said application and all divisional, continuing substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and any of the Contracting States bound by the PCT on the international filing date on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and any of the Contracting States bound by the PCT on the international filing date on said improvements;

hereby agree that said Assignee(s) may apply for and receive Letters Patent for said improvements in its (their) own name and that when requested without charge to but at the expense of said Assignee(s), its (their) successor(s), assigns, and legal representatives, to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee(s), its (their) successor(s), assigns and legal representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee(s), its (their) successor(s), assigns, or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee(s), its (their) successor(s), assigns, and legal representatives; and

hereby covenant with said Assignee(s), its (their) successor(s), assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed had been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 13.9.08  Witnesses: Rivel North  (printed name: Rivel Norbert)	Archean Januare.  Dr. Andreas Bausewein  Witnesses: Katja Rousellein  (printed name: Katja Bausellein)
Date: Witnesses:	Dr. Thomas Bierhoff Witnesses:
(printed name:)	(printed name:)

PATENT

REEL: 022019 FRAME: 0587

	3 2006P12785WOUS
Date: 08.09.2008	Dr. Dirk David Goldbeck
Witnesses: K. Choull	Witnesses: L- Uls 16
(printed name: RAIN'N SROUGE)	(printed name: C WIESINGEN,
Date:	
:	Tobias Happel
Witnesses:	Witnesses:
(printed name:)	(printed name:)
Date:	Dr. Hans-Jürgen Schrage
Witnesses:	Witnesses:
(printed name:)	(printed name:)

REEL: 022019 FRAME: 0588

and in and to said application and all divisional, continuing substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and any of the Contracting States bound by the PCT on the international filing date on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and any of the Contracting States bound by the PCT on the international filing date on said improvements;

hereby agree that said Assignee(s) may apply for and receive Letters Patent for said improvements in its (their) own name and that when requested without charge to but at the expense of said Assignee(s), its (their) successor(s), assigns, and legal representatives, to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee(s), its (their) successor(s), assigns and legal representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee(s), its (their) successor(s), assigns, or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee(s), its (their) successor(s), assigns, and legal representatives; and

hereby covenant with said Assignee(s), its (their) successor(s), assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed had been made to others by the undersigned and that full right to convey the same as herein expressed is possessed by the undersigned.

Date:	Da Andrana Bayrawain
	Dr. Andreas Bausewein
Witnesses:	Witnesses:
(printed name:)	(printed name:)
Date: <b>9.9.2008</b>	-6. Verff
	Dr. Thomas Bignoff
Witnesses: 0. 54. 55.	Witnesses: K. Normanel
(printed name: Olive. Stisse)	(printed name: HENRICH ROMMEL )
<u> </u>	

PATENT REEL: 022019 FRAME: 0589

Date:	Dr. Dirk David Goldbeck  Witnesses:
Date: 29.09.08  Witnesses: Joses Appel  (printed name: DOKIS HAPPIEL)	Tobias Happel Witnesses:
Date:	Dr. Hans-Jürgen Schrage  Witnesses:

GESAMTSEITEN 014

Date:	Dr. Dirk David Goldbeck
Witnesses:	Witnesses:
(printed name:)	(printed name:
<u> </u>	<u>.</u>
Date:	Tobias Happel
Witnesses:	Witnesses:
(printed name:)	(printed name:)
Date: 5-3-08  Witnesses: 0.5(~Ss.)	Dr. Hans Jürgen Schrage Witnesses: H. Romunel (printed name: HEINRICH ROMMEL)

PATENT REEL: 022019 FRAME: 0591

**RECORDED: 09/29/2008**