

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Uriel Hiram Chee	09/24/2007
RECEIVING PARTY DATA	
Name:	Spinal Kinetics, Inc.
Street Address:	595 N. Pastoria Ave.
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60909472
Application Number:	12060850
CORRESPONDENCE DATA	
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Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	14591-20023.00
NAME OF SUBMITTER:	E. Thomas Wheelock
Total Attachments: 2 source=145912002300assignment0001#page1.tif source=145912002300assignment0001#page2.tif	

OP \$80.00 60909472

PATENT

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REEL: 022125 FRAME: 0756

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is by **Uriel Hiram CHEE** (the "Assignor"), an individual having an address respectively at 4425 Opal Cliff Drive, Santa Cruz, CA 95062; and is to **Spinal Kinetics, Inc.**, (the "Assignee"), a corporation organized under the laws of Delaware, and having an address at 595 N. Pastoria Ave., Sunnyvale, CA 94085.

Assignor has made certain inventions described in an application for patent, in a provisional application for patent, or in an issued patent in the United States specified below and wishes to assign to the Assignee all rights, title, and interest in the specified application, provisional application, or patent, in the resulting U.S. and foreign patents and patent applications, and in the underlying inventions.

The ☒ application for patent and/or ☒ provisional application for patent, in either case having the title: PROSTHETIC INTERVERTEBRAL DISCS IMPLANTABLE BY MINIMALLY INVASIVE, POSTERIOR APPROACH, SURGICAL TECHNIQUES (IX); and PROSTHETIC INTERVERTEBRAL DISCS THAT ARE IMPLANTABLE BY MINIMALLY INVASIVE SURGICAL TECHNIQUES AND THAT HAVE CORES THAT ARE INSERTABLE IN SITU USING END PLATE GUIDEWAYS

☐ is filed with this Assignment, or ☒ were filed on April 1, 2007 and April 1, 2008 and have the Serial Numbers 60/909,472 & 12/060,850.

The ☐ issued patent has the patent number _____ and was issued on _____.

Assignee wishes to acquire the entire right, title, and interest in (a) the specified issued patent, application for patent, or provisional application for patent, (b) in all U.S. and foreign patent applications and patents based on the specified application for patent or provisional application for patent, and (c) in the underlying inventions.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignor affirms that they have assigned and by this Assignment, do assign to Assignee, their entire right, title and interest (a) in the above-specified application for patent, provisional application for patent, or patent, (b) in all U.S. and foreign patent applications and patents based on the specified application for patent or provisional application for patent, (c) in the underlying inventions, (d) in any and all divisions, continuations, and continuations-in-part of the specified application for patent, (e) in all reissues or extensions of the specified patent or of patents based on the specified application for patent or provisional application for patent, and (f) all rights under the International Convention for the Protection of Industrial Property

Assignor also covenants to Assignee, that, at the date of this Assignment, (a) Assignor is the sole and lawful owner of the entire right, title, and interest in the in the above-specified application for patent, provisional application for patent, or patent, and in the underlying inventions, (b) that right, title, and interest is unencumbered, and (c) that Assignor has the authority to convey that right, title, and interest in the manner provided in this Assignment.

Assignor agrees that if this Assignment assigns a specified patent, Assignor further assigns to Assignee the right to sue for and to collect damages for infringement occurring prior to the date of this Assignment.

Assignor agrees that if this Assignment assigns a specified application for patent or provisional application for patent, the serial number for which is provided by the United States Patent and Trademark Office after the date of this Assignment, Assignor agrees that Assignee may enter such serial number in the space provided above without affecting the assignments made herein.

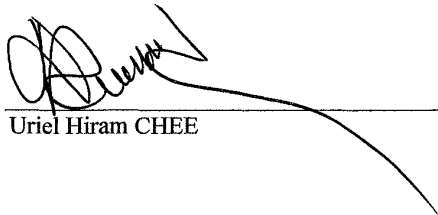
Assignor further agrees to provide assistance to Assignee, its successors, legal representatives, and assigns, by signing all papers and documents, taking all lawful oaths, and doing all acts necessary or required for :

- a) procurement, maintenance, enforcement, and defense of the above-specified application for patent, provisional application for patent, or patent and of the other patents and patent applications assigned herein, in any country;
- b) proceedings in connection with the underlying invention assigned herein, in any country;
- c) interference proceedings in connection with the above-specified application for patent, provisional application for patent, or patent,
- d) proceedings in connection with prosecution of any division, continuation, or continuation-in-part assigned herein, and
- e) proceedings in connection with the reissue, reexamination, or extension of any patent assigned herein,

where Assignee's counsel or the counsel representing Assignee's successors, legal representatives, or assigns, advises of the desirability or necessity of doing so. Assignee agrees to reimburse or to pay the Assignors costs and expenses in providing such assistance. Such costs will include reimbursement of the Assignor's lost normal compensation.

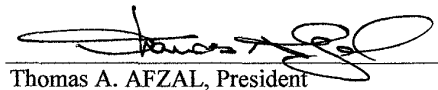
Assignor requests the Director of the U.S. Patent and Trademark Office to issue all U.S. patents assigned under this Assignment to Assignee.

9/24/07
Date


Uriel Hiram CHEE

SPINAL KINETICS, INC. accepts the assignment provided above.

JAN. 08, 2009
Date


Thomas A. AFZAL, President