

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the State of Incorporation; and Place of Business previously recorded on Reel 021095 Frame 0901. Assignor(s) hereby confirms the State of Incorporation to Delaware; and Place of Business of 1100 Marina Village Parkway, Suite 103, Alameda, CA 94501.

CONVEYING PARTY DATA

Name	Execution Date
James F. Zucherman	12/17/2008
Ken Y. Hsu	12/17/2008
Charles J. Winslow	12/09/2008
Henry A. Klyce	12/16/2008
Matthew Hannibal	12/30/2008
James A. Rinner	12/20/2008
Jay A. Markwart	12/16/2008

RECEIVING PARTY DATA

Name:	Spartek Medical, Inc.
Street Address:	1100 Marina Village Parkway, Suite 103
City:	Alameda
State/Country:	CALIFORNIA
Postal Code:	94501

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11832358

CORRESPONDENCE DATA

Fax Number: (415)362-2928

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-362-3800

Email: officeactions@fdml.com

Correspondent Name: Fliesler Meyer LLP

Address Line 1: 650 California Street, 14th Floor

Address Line 4: San Francisco, CALIFORNIA 94108

PATENT

500761971

REEL: 022149 FRAME: 0148

CH \$40.00 11832358

ATTORNEY DOCKET NUMBER:

SPART-01011US0

NAME OF SUBMITTER:

Sheldon R. Meyer

Total Attachments: 6

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) JAMES F. ZUCHERMAN
a resident of San Francisco, California; and
- (2) KEN Y. HSU
a resident of San Francisco, California; and
- (3) CHARLES J. WINSLOW
a resident of Walnut Creek, California; and
- (4) HENRY A. KLYCE
a resident of Piedmont, California; and
- (5) MATTHEW HANNIBAL
a resident of San Francisco, California; and
- (6) JAMES S. RINNER
a resident of Franksville, Wisconsin; and
- (7) JAY A. MARKWART
a resident of Castro Valley, California

have invented certain new and useful improvements in:

BONE ANCHOR WITH A CURVED MOUNTING ELEMENT FOR A DYNAMIC STABILIZATION AND MOTION PRESERVATION SPINAL IMPLANTATION SYSTEM AND METHOD

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on August 1, 2007, and assigned U.S. Patent Application No. 11/832,358, which claims benefit to U.S. Provisional Application No. 60/942,162, filed on June 5, 2007.

DELANARE

1100 MARINA VILLAGE PARKWAY, SUITE 103
ALAMEDA, CALIFORNIA 94501

WHEREAS SPARTEK MEDICAL, INC. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 4070 Nelson Avenue, Suite D, Concord, CA 94520, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

JOINT TO CORPORATE ASSIGNMENT

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- (1) JAMES F. ZUCHERMAN,
a resident of San Francisco, California; and
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a resident of San Francisco, California; and
- (3) CHARLES J. WINSLOW,
a resident of Walnut Creek, California; and
- (4) HENRY A. KLYCE,
a resident of Piedmont, California; and
- (5) MATTHEW HANNIBAL,
a resident of San Francisco, California; and
- (6) JAMES S. RINNER,
a resident of Franksville, Wisconsin; and
- (7) JAY A. MARKWART,
a resident of Castro Valley, California

have invented certain new and useful improvements in:

BONE ANCHOR WITH A CURVED MOUNTING ELEMENT FOR A DYNAMIC STABILIZATION AND MOTION PRESERVATION SPINAL IMPLANTATION SYSTEM AND METHOD

[Handwritten signatures: Zucherman, Hsu, Winslow, Klyce, Hannibal, Rinner, Markwart]
and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on August 1, 2007, and assigned U.S. Patent Application No. 11/832,358, which claims benefit to U.S. Provisional Application No. 60/942,162, filed on June 5, 2007.

[Handwritten: DELANARE]

*[Handwritten: 1100 MARINA VILLAGE PARKWAY, SUITE 103
ALAMEDA, CALIFORNIA 94501]*

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DELAWARE

1100 MARINA VILLAGE PARKWAY, SUITE 103
ALAMEDA, CALIFORNIA 94501

WHEREAS SPARTEK MEDICAL INC. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 4070 Nelson Avenue, Suite D, Concord, CA 94520, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.


4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Date 10/10/07

(1) 
JAMES F. ZUCHERMAN

Date 10/10/07

(2) 
KEN Y. HSU


Date 10/02/07

Date 10/08/07

Date 10/16/07

Date _____

Date 10/4/07

(3) 
CHARLES J. WINSLOW

(4) 
HENRY A. KLYCE

(5) 
MATTHEW HANNIBAL

(6) _____
JAMES S. RINNER

(7) 
JAY A. MARKWART

Date

(3) _____
CHARLES J. WINSLOW

Date

(4) _____
HENRY A. KLYCE

Date

(5) _____
MATTHEW HANNIBAL

10/24/07
Date

(6) _____
JAMES S. RINNER
A. Joe 10/24/07

Date

(7) _____
JAY A. MARKWART