

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>James F. Zucherman</td><td>12/17/2008</td></tr><tr><td>Ken Y. Hsu</td><td>12/17/2008</td></tr></tbody></table>	Name	Execution Date	James F. Zucherman	12/17/2008	Ken Y. Hsu	12/17/2008	
Name	Execution Date						
James F. Zucherman	12/17/2008						
Ken Y. Hsu	12/17/2008						
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							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12236959</td></tr></tbody></table>	Property Type	Number	Application Number:	12236959			
Property Type	Number						
Application Number:	12236959						
CORRESPONDENCE DATA							
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NAME OF SUBMITTER:	Sheldon R. Meyer						
Total Attachments: 2 source=1032us1ExAssign2009#page1.tif source=1032us1ExAssign2009#page2.tif							

CH 12236959 \$40.00

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PATENT
REEL: 022164 FRAME: 0675

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

have invented certain new and useful improvements in:

SYSTEMS AND METHODS FOR INJECTING BONE FILLER INTO THE SPINE

1. and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on the 5th day of October, 2007, and assigned U.S. Provisional Patent Application No. 60/977,973.
2. and/or have executed on the ____ day of _____, 20__, a declaration or oath for an application for a United States patent disclosing and identifying the invention and/or said application having been filed on the 24th day of September, 2008, and assigned U.S. Patent Application No. 12/236,959.

WHEREAS SPARTEK MEDICAL, INC. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1100 Marina Village Parkway, Suite 103, Alameda, California 94501-1043, wishes to acquire the entire right, title and interest in and to said application(s) 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 patent applications, 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.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application(s) and said invention; (b) in and to all rights to apply in any and all countries of the world for patent applications, patents, certificates of inventions or other governmental grants on said invention, 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 provisional, utility, 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, invalidity 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.

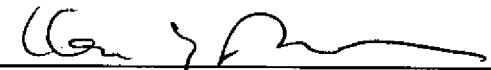
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

12/15/08
Date

(1) 
JAMES F. ZUCHERMAN

12/15/08
Date

(2) 
KEN Y. HSU