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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Charles J. Winslow
John J. Flynn
Jay A. Markwart
James F. Zucherman
Ken Y. Hsu

Henry A. Klyce
H. Adam Klyce

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/9,12/9,12/16,12/17,12/17,12/18,12/9-2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Corrective Assignment; Document ID #:500764228

2. Name and address of receiving party(ies)

Name: Spartek Medical, Inc.

Internal Address: _____

Street Address: _____

1100 Marina Village Parkway, Suite 103

City: Alameda

State: Calif

Country: United States Zip: 94501

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11832562

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sheldon R. Meyer

Internal Address: Fliesler Meyer LLP

Customer No. 23910

Street Address: 650 California Street
14th Floor

City: San Francisco

State: CA Zip: 94108

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: officeactions@fdml.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-1325

Authorized User Name Fliesler Meyer LLP

9. Signature: /Sheldon R. Meyer/

Signature

February 6, 2009

Date

Sheldon R. Meyer, Reg. No. 27660

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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Attorney Docket No.: spart-01031us0
srm/spart/1031us0/1031us0RecordationAssignFax.pdf

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PATENT
REEL: 022224 FRAME: 0298



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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>Charles J Winslow</td><td>10/02/2007</td></tr><tr><td>John J Flynn</td><td>10/02/2007</td></tr><tr><td>Jay A Markwart</td><td>10/04/2007</td></tr><tr><td>James F Zucherman</td><td>10/10/2007</td></tr><tr><td>Ken Y Hsu</td><td>10/10/2007</td></tr><tr><td>Henry A Klyce</td><td>10/07/2007</td></tr><tr><td>H. Adam Klyce</td><td>10/04/2007</td></tr></tbody></table>	Name	Execution Date	Charles J Winslow	10/02/2007	John J Flynn	10/02/2007	Jay A Markwart	10/04/2007	James F Zucherman	10/10/2007	Ken Y Hsu	10/10/2007	Henry A Klyce	10/07/2007	H. Adam Klyce	10/04/2007	
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H. Adam Klyce	10/04/2007																
RECEIVING PARTY DATA																	
<table border="1"><tr><td>Name:</td><td>SPARTEK MEDICAL, INC.</td></tr><tr><td>Street Address:</td><td>4070 Nelson Avenue, Suite D</td></tr><tr><td>City:</td><td>Concord</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94520</td></tr></table>	Name:	SPARTEK MEDICAL, INC.	Street Address:	4070 Nelson Avenue, Suite D	City:	Concord	State/Country:	CALIFORNIA	Postal Code:	94520							
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PROPERTY NUMBERS Total: 1																	

Property Type	Number
Application Number:	11832562
CORRESPONDENCE DATA	
Fax Number:	(415)362-2928
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4153623800
Email:	officeactions@fdml.com
Correspondent Name:	Fliesler Meyer LLP
Address Line 1:	650 California Street, 14th Floor
Address Line 4:	San Francisco, CALIFORNIA 94108
ATTORNEY DOCKET NUMBER:	SPART-01031US0
NAME OF SUBMITTER:	Sheldon R Meyer
Signature:	/Sheldon R Meyer/
Date:	06/16/2008
Total Attachments: 3 source=1031-Assignment#page1.tif source=1031-Assignment#page2.tif source=1031-Assignment#page3.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT581130
Receipt Date:	06/16/2008
Fee Amount:	\$40

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VO:FLIESLER MEYER LLP COMPANY:650 CALIFORNIA STREET, 14TH FLOOR

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) CHARLES J. WINSLOW
a resident of Walnut Creek, California; and
- (2) JOHN J. FLYNN
a resident of Walnut Creek, California; and
- (3) JAY A. MARKWART
a resident of Castro Valley, California; and
- (4) JAMES F. ZUCHERMAN
a resident of San Francisco, California; and
- (5) KEN Y. HSU
a resident of San Francisco, California; and
- (6) HENRY A. KLYCE
a resident of Piedmont, California; and
- (7) H. ADAM KLYCE
a resident of Berkeley, California

have invented certain new and useful improvements in:

ROD CAPTURE MECHANISM FOR 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. 11/832,562, which claims benefit to U.S. Provisional Application No. 60/942,162, filed on June 5, 2007.

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 4678 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.

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 to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention,

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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.

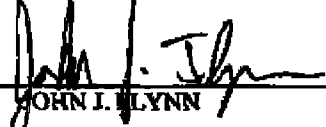
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

10/2/07
Date

(1) 
CHARLES L. WINSLOW

10/2/07
Date

(2) 
JOHN I. LYNN

10/4/07
Date

(3) 
JAY A. MARKWART

10/10/07
Date

(4) 
JAMES F. ZUCHERMAN

O:FLIESLER MEYER LLP COMPANY:350 CALIFORNIA STREET, 14TH FLOOR

10/10/07
Date

(5) 
KEN Y. HSU

10/02/07
Date

(6) 
HENRY A. KLYCE

11/4/07
Date

(7) 
H. ADAM KLYCE

Attorney Docket No.: SPART-010311US0
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