

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Karl J. West	12/02/2008
Roy K. Greenberg	11/28/2008
RECEIVING PARTY DATA	
Name:	Cleveland Clinic Foundation
Street Address:	9500 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44195
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12260460
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	12730/409;PA-6281-RFB
NAME OF SUBMITTER:	Richard D. Watkins

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Total Attachments: 4
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RECORDATION FORM COVER SHEET 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): <p style="text-align: center;">KARL J. WEST ROY K. GREENBERG</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	2. Name and Address of receiving Party(ies): <p>Name: CLEVELAND CLINIC FOUNDATION</p> <p>Internal Address:</p> <p>Street Address: 9500 Euclid Avenue</p> <p>City: Cleveland</p> <p>State: OH</p> <p>Country: U.S.A. Zip: 44195</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
3. Nature of Conveyance/Execution Date(s): <p>Execution Date(s): _____</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other: _____ </p>	4. Application or Patent Number(s). <input type="checkbox"/> This document is being filed together with a new application. <p>A. Patent Application No.(s): 12/260,460</p> <p>B. Patent No.(s):</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
5. Name and address of party to whom correspondence concerning document should be mailed: <p style="text-align: center;">BRINKS HOFER GILSON & LIONE PO BOX 10395 CHICAGO, IL 60610 Phone: (312) 321-4200 Fax: (312) 321-4299</p>	6. Total no. of applications & patents involved: <u>1</u> 7. Total Fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorize charge by credit card <input checked="" type="checkbox"/> Authorize charge to Deposit Account No. 23-1925 <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: <u>Richard D. Watkins</u> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Richard D. Watkins, Reg. No. 50,993 Name of Person Signing</p>	8. Payment Information: <p>a. <input type="checkbox"/> Credit Card: Last 4 Numbers Expiration Date</p> <p>b. <input checked="" type="checkbox"/> Charge fee and/or any Deficiencies to Deposit Account Number 23-1925 Authorized User Name: Brinks Hofer Gilson & Lione</p> <p style="text-align: right;">February 10, 2009 Date</p> <p>Total no. of pages including coversheet, attachments and documents: <u>4</u></p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, PO Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT AND AGREEMENT

For value received, we, Karl J. West, residing at 1811 Minnie Ranch Trail, Geneva, Ohio, 44041, U.S.A., and Roy K. Greenberg, residing at 1 Shoreby Drive, Bratenahl, Ohio, 44108, U.S.A., hereby sell, assign, and transfer to **Cleveland Clinic Foundation**, a corporation of the State of Cleveland, having an office at 9500 Euclid Avenue, Cleveland, Ohio 44195, U.S.A., and its successors, assigns and legal representatives, hereinafter collectively "Cleveland Clinic," the entire right, title and interest, for the United States of America, in and to certain inventions related to "Securing Rods and Modular Graft Systems," described in U.S. Provisional Application Serial No. 61/000,782, filed on October 29, 2007 and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Non-provisional Application Serial No. 12/260,460 filed on October 29, 2008, and all the rights and privileges in said applications, and under any and all Letters Patent or any continuation, division, renewal, or substitute thereof, and any reissue or re-examination thereof that may be granted in the United States for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cleveland Clinic the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions. We sell, assign, and transfer this right, title and interest as of the day of filing of the U.S. Provisional Application mentioned above.

We authorize Cleveland Clinic to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cleveland Clinic to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cleveland Clinic in the United States and in all countries foreign to the United States, or to such nominees as Cleveland Clinic may designate.

We agree that, when requested, we shall, without charge to Cleveland Clinic but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

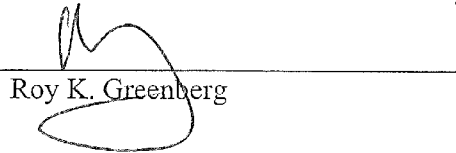
The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: December 2, 2008


Karl J. West

DATED: NOVEMBER 28, 2008


Roy K. Greenberg

STATE OF OHIO)
) ss.
COUNTY OF GEauga)

I, Coletta Vidmar, A Notary Public in and for the County and State aforesaid, do hereby certify that Karl J. West, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2ND day of December, 2008.

Coletta Vidmar
Notary Public
(Seal)

COLETTA VIDMAR, Notary Public
State of Ohio
My Commission Expires January 26, 2009

My Commission Expires:

STATE OF OHIO)
) ss.
COUNTY OF GEauga)

I, Coletta Vidmar, A Notary Public in and for the County and State aforesaid, do hereby certify that Roy K. Greenberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 23RD day of NOVEMBER, 2008.

Coletta Vidmar
Notary Public
(Seal)

COLETTA VIDMAR, Notary Public
State of Ohio
My Commission Expires January 26, 2009

My Commission Expires: