

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)

Charles J. Winslow Henry A. Klyce
John J. Flynn H. Adam Klyce
James F. Zucherman
Ken Y. Hsu
Donald L. Cain

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

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

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

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Corrective Assignment; Document ID No.:500764523

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: California

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)
12130377

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/

February 10, 2009

Signature

Date

Sheldon R. Meyer; Reg. No.27660
Name of Person Signing

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

9

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, P.O.Box 1450, Alexandria, V.A. 22313-1450

Attorney Docket No.: spart-01035us4RecordationAssignFax
srm/spart/1035/1035us4RecordationAssignFax.pdf

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

01/27/2009
 500764523

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State of Incorporation; and Place of Business previously recorded on Reel 021161 Frame 0001. 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																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Charles J. Winslow</td> <td>12/09/2008</td> </tr> <tr> <td>John J. Flynn</td> <td>12/09/2008</td> </tr> <tr> <td>James F. Zucherman</td> <td>12/17/2008</td> </tr> <tr> <td>Ken Y. Hsu</td> <td>12/17/2008</td> </tr> <tr> <td>Donald L. Cain</td> <td>12/09/2008</td> </tr> <tr> <td>Henry A. Klyce</td> <td>12/16/2008</td> </tr> <tr> <td>H. Adam Klyce</td> <td>12/09/2008</td> </tr> </tbody> </table>		Name	Execution Date	Charles J. Winslow	12/09/2008	John J. Flynn	12/09/2008	James F. Zucherman	12/17/2008	Ken Y. Hsu	12/17/2008	Donald L. Cain	12/09/2008	Henry A. Klyce	12/16/2008	H. Adam Klyce	12/09/2008
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<table border="1"> <tr> <td>Name:</td> <td>Spartek Medical, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1100 Marina Village Parkway, Suite 103</td> </tr> <tr> <td>City:</td> <td>Alameda</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94501</td> </tr> </table>		Name:	Spartek Medical, Inc.	Street Address:	1100 Marina Village Parkway, Suite 103	City:	Alameda	State/Country:	CALIFORNIA	Postal Code:	94501						
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CORRESPONDENCE DATA																	
Fax Number:	(415)362-2928																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
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																

CH \$40.00 12130377

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

ATTORNEY DOCKET NUMBER:	SPART-01035US4
NAME OF SUBMITTER:	Sheldon R. Meyer
Total Attachments: 4 source=1035us4NewSignedAssign2009#page1.tif source=1035us4NewSignedAssign2009#page2.tif source=1035us4NewSignedAssign2009#page3.tif source=1035us4NewSignedAssign2009#page4.tif	

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) James F. Zucherman
a resident of San Francisco, California; and
- (4) Ken Y. Hsu
a resident of San Francisco, California; and
- (5) Donald L. Cain
a resident of Oakland, California; and
- (6) Henry A. Klyce
a resident of Piedmont, California; and
- (7) H. Adam R. Klyce
a resident of Berkeley, California

CW 12/9/08
Winslow

have invented certain new and useful improvements in:

A DEFLECTION ROD SYSTEM FOR A SPINE IMPLANT WITH END CONNECTORS AND METHOD

DF 12/2/08
Flynn

and has prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on the 14th day of FEBRUARY, 2008, and assigned U.S. Provisional Patent Application No. 61/028,192.

JF 12/1/08
Zucherman

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on the 30th day of May, 2008, and assigned U.S. Patent Application No. 12/130,377.

KH 12/16/08
Hsu

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 4676 Nelson Avenue, Suite D, Concord, California 94520 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.

DC 12/1/08
CAN
12/1/08
H. Klyce

AK 12/5/08
A. KLYCE

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.

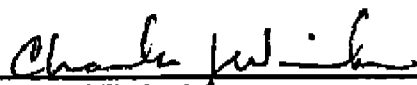
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production 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.

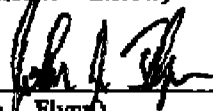
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

6/16/08
Date

(1) 
(Charles J. Winslow)

6/16/08
Date

(2) 
(John J. Flynn)

01/26/09
Date

6-26-2008
Date

Date

Date

Date

(3) [Signature]
(James F. Zuckerman)

(4) [Signature]
(Ken Y. Hsu)

(5) _____
(Donald L. Cain)

(6) _____
(Henry A. Klyce)

(7) _____
(H. Adam R. Klyce)

Date

(3) _____
(James F. Zucherman)

Date

(4) _____
(Ken Y. Hsu)

04/16/08
Date

(5) _____
(Donald L. Chan)

06/17/08
Date

(6) _____
(Henry A. Klyce)

6/17/08
Date

(7) _____
(H. Alan R. Klyce)