

02-10-2009

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Stylesheet Version v1.1

103547406

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the State of Incorporation; ^{& Address} ~~and Place of Business~~ previously recorded on Reel 021102 Frame 0747. Assignor(s) hereby confirms ~~the State of Incorporation to Delaware, and Place of Business of 1100~~ ~~Marina Village Parkway, Suite 103, Alameda, CA 94501~~ Assignment.

CONVEYING PARTY DATA

Name	Execution Date
Henry A. Klyce	12/16/2008
James F. Zucherman	12/19/2008
Ken Y. Hsu	12/17/2008
Matthew Hannibal	12/30/2008

RECEIVING PARTY DATA

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

A Corp of DE.

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11761006

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

ATTORNEY DOCKET NUMBER:

SPART-01018US1

NAME OF SUBMITTER:

Sheldon R. Mayer

CH \$40.00 11761006



United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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>Henry A Klyce</td><td>11/05/2007</td></tr><tr><td>James F Zucherman</td><td>11/07/2007</td></tr><tr><td>Ken Y Hsu</td><td>11/05/2007</td></tr><tr><td>Matthew Hannibal</td><td>11/05/2007</td></tr></tbody></table>	Name	Execution Date	Henry A Klyce	11/05/2007	James F Zucherman	11/07/2007	Ken Y Hsu	11/05/2007	Matthew Hannibal	11/05/2007	
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<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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O:FLIESLER MEYER LLP COMPANY:650 CALIFORNIA STREET, 14TH FLOOR

Total Attachments: 6

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Henry A. Klyce
a resident of Piedmont, California; and

(2) James F. Zucherman
a resident of San Francisco, California; and

(3) Ken Y. Hsu
a resident of San Francisco, California; and

(4) Matthew Hannibal
a resident of San Francisco, California

have invented certain new and useful improvements in:

IMPLANT SYSTEM AND METHOD TO TREAT
DEGENERATIVE DISORDERS OF THE SPINE

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 June 11, 2007, and assigned U.S. Patent Application No. 11/761,006, which claims benefit to U.S. Provisional Application No. 60/801,871, filed on June 14, 2006.

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 4670 Nelson Avenue, Suite B, 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, 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

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PATENT

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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 release 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

11/05/07

(1)

Henry A. Klyce

Date

(2)

James F. Zucherzman

Date

(3)

Ken Y. Hsu

Date

(4)

Matthew Hannibal

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Henry A. Klyce

Date

(2) _____
James F. Zucherman

11/5/2007

Date

(3) _____
Ken Y. Hau

Date

(4) _____
Matthew Hannibal

Page 2

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PATENT

RECORDED: 01/23/2009

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