

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Greg Arcenio</td> <td>03/12/2009</td> </tr> <tr> <td>Lex P. Jansen</td> <td>03/09/2009</td> </tr> </tbody> </table>		Name	Execution Date	Greg Arcenio	03/12/2009	Lex P. Jansen	03/09/2009
Name	Execution Date						
Greg Arcenio	03/12/2009						
Lex P. Jansen	03/09/2009						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	Kyphon SARL						
<b>Street Address:</b>	Pierre-a-Bot 97, 2000						
<b>City:</b>	Neuchatel						
<b>State/Country:</b>	SWITZERLAND						
<b>PROPERTY NUMBERS Total: 1</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12403598</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12403598		
Property Type	Number						
Application Number:	12403598						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(202)842-7899						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Phone:</b>	703-456-8000						
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<b>Correspondent Name:</b>	Cooley Godward Kronish LLP						
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<b>Address Line 2:</b>	Suite 1100, ATTN: Patent Group						
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001-2421						
<b>ATTORNEY DOCKET NUMBER:</b>	KYPH-047/00US 305363-2278						
<b>NAME OF SUBMITTER:</b>	Nancy A. Vashaw						
<b>Total Attachments: 4</b> source=KYPH-047-00US-Assign#page1.tif source=KYPH-047-00US-Assign#page2.tif source=KYPH-047-00US-Assign#page3.tif source=KYPH-047-00US-Assign#page4.tif							

CH \$40.00 12403598

**PATENT**

ASSIGNMENT  
(Joint)

**Greg Arcenio**, residing at 220 Oak Avenue, Redwood City, CA 94061 and **Lex P. Jansen**, residing at 2237 Via Espada, Pleasanton, California 94566 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BATTERY OPERATED NUCLEUS DISRUPTOR DEVICE FOR INTERVERTEBRAL DISC**, and which is a:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Atty. Docket No. KYPH-047/00US 305363-2278 and Application No. \*\*, and filed on \*\*.

**WHEREAS, Kyphon SARL**, a limited liability company duly organized under and pursuant to the laws of Switzerland, and having its principal place of business at Pierre-a-Bot 97, 2000 Neuchatel, Switzerland (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 07/12/2009

By: *Greg Arcenio*  
Greg Arcenio

State of California

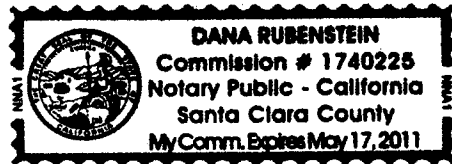
County of Santa Clara } SS

On March 12, 2009 before me, Dana Rubenstein, Notary Public, personally appeared Greg Arcenio, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature *Dana Rubenstein*



Date: MARCH 9, 2009

By: *[Signature]*  
**Lex P. Jansen**

State of California  
 County of Santa Clara } ss

On March 9, 2009 before me, Dana Rubenstein, Notary Public, personally appeared Lex P. Jansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Notary Signature *Dana Rubenstein*

