

**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>	
<b>Name</b>	<b>Execution Date</b>
Dr. Harold Alban Hess	03/09/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Spinal Simplicity LLC
<b>Street Address:</b>	10995 Quivira Road
<b>City:</b>	Overland Park
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12011905
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	68742(302867)
<b>NAME OF SUBMITTER:</b>	George N. Chaclas
<b>Total Attachments: 3</b>	
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## **PATENT ASSIGNMENT**

I, Dr. Harold Alban Hess (hereinafter called "the Assignor"), an individual, residing at 11427 Manor Road, Leawood, Kansas, 66211, for good and valuable consideration from Spinal Simplicity LLC (hereinafter called "the Assignee"), a Kansas limited liability company with an address at 10995 Quivira Road, Overland Park, Kansas, 66210, receipt of which is hereby acknowledged, do hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in, to and under the U.S. and Patent Cooperation Treaty patent applications listed on Schedule A, including all priority rights ensuing therefrom, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto (see attached Schedule A) which may be granted thereon or therefor, together with the right to apply for and/or revive such Letters Patent.

And for the above consideration I agree promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, divisional, continuation or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto.

The undersigned agrees to furnish all pertinent facts and documents relating to said applications, said inventions and said patents as may be known and accessible to the undersigned, and will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to Assignee any and all papers, instruments or affidavits necessary or desirable to apply for, obtain, maintain or enforce said applications or said patents in connection with any interference which may be declared, and any litigation concerning this application or any continuation, division or reissue thereof or Patents or reissue patents issued thereon, and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference or litigation.

The undersigned agrees to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent(s) and any international patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States of America resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, Assignor has duly executed this instrument.

Date: *March 9, 2009*

By: *Harold Alban Hess, M.D.*  
Dr. Harold Alban Hess

## **SCHEDULE A**

### **PENDING PATENT APPLICATIONS**

<b>Title</b>	<b>Serial Number</b>	<b>Filing Date</b>
Hess Spinous Process Attachment Device	61/007,916	05/01/2007
Interspinous Implant and Method of Placement Therefor	60/959,799	07/16/2007
Interspinous Implant and Bilateral Percutaneous Placement Method Therefor	60/961,780	07/24/2007
Interspinous Implant and Toolkit for Facilitating the Percutaneous Placement Thereof	61/000,831	10/29/2007
Apparatus and Method for Measuring Percutaneously the Optimum Size for an Interspinous Implant	61/001,430	11/01/2007
Interspinous Implant and Methods for Implanting Same	12/011,905	01/30/2008
Interspinous Implant and Methods for Implanting Same	PCT/US08/01231	01/30/2008
Interspinous Process Implant having Deployable Engagement Arms and a Threaded Body	61/207,339	02/11/2009