

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Kevin T Foley | 04/07/2009 |
| RECEIVING PARTY DATA | |
| Name: | Warsaw Orthopedic, Inc. |
| Street Address: | 2500 Silveus Crossing |
| City: | Warsaw |
| State/Country: | INDIANA |
| Postal Code: | 46581 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12422387 |
| CORRESPONDENCE DATA | |
| Fax Number: | (901)399-3040 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Correspondent Name: | Warren M. Haines II |
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| Address Line 2: | SS-46 |
| Address Line 4: | Memphis, TENNESSEE 38132 |
| ATTORNEY DOCKET NUMBER: | P0031709.00 |
| NAME OF SUBMITTER: | Warren M. Haines II |
| Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif | |

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PATENT
REEL: 022538 FRAME: 0610

ASSIGNMENT

WHEREAS,

(1) Kevin T. Foley

of the City of Germantown
State of Tennessee, USA

has invented certain improvements in

SYSTEMS AND DEVICES FOR DYNAMIC STABILIZATION OF THE SPINE

for which we have executed an application for Letters Patent of the United States of America,

_____ of even date herewith; and

 X filed on 04/13/2009 and assigned application number 12/422,387 ; and

WHEREAS, I hereby authorize and request the attorneys of Assignee, Warsaw Orthopedic, Inc., of 2500 Silveus Crossing, Warsaw, Indiana 46581, to insert the filing date and application number of the application when known; and

WHEREAS, Warsaw Orthopedic, Inc. (Assignee), a corporation organized and existing under the laws of the State of Indiana, having its principal office and place of business in the City of Warsaw, State of Indiana, is desirous of obtaining the entire right, title, and interest in, to and under the invention and the application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the invention, and the application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for the invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications for which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for the invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name:
Address:

Kevin T. Foley
2877 Keasler Circle, West
Germantown, Tennessee 38139

Dated:

4/7/09

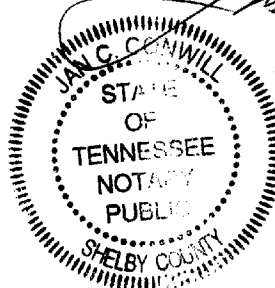
Kevin T. Foley

STATE OF

TN

COUNTY OF

Shelby



On this the 7 day of April, 2009, before me personally appeared Kevin T. Foley, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and Seal at office this the 7 day of April, 2009.

Jan C. Conwill

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:
May 27, 2009