PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | | | | |
|--|----------------|-------------------|--------------------------------------|----------------|----------|--|--|--|--|
| NATURE OF CONVEYANCE: | | | ASSIGNMENT | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| N | | | ame | Execution Date | | | | | |
| Matthew G. Baynham | | | | 06/01/2009 | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | Atlas Spine, I | Atlas Spine, Inc. | | | | | | | |
| Street Address: | 1555 Jupiter | Park D | rive, #4 | | | | | | |
| City: | Jupiter | Jupiter | | | | | | | |
| State/Country: | FLORIDA | | | | | | | | |
| Postal Code: | 33458 | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | |
| Property Ty | /pe | | Number | | | | | | |
| Application Number: 12433 | | 12433 | 399 | | 12433399 | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: (561)625-6572 | | | | | | | | | |
| Correspondence will b | be sent via US | Mail w | hen the fax attempt is unsuccessful. | | \$40.00 | | | | |
| Phone: 561-625-6575 | | | | | | | | | |
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| Address Line 1: 2000 FGA Bodievald Address Line 4: Palm Beach Gardens, FLORIDA 33410 | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | | | 2380.016 | | | | | | |
| NAME OF SUBMITTER: | | | Michael A. Slavin | | ĺ | | | | |
| Total Attachments: 2 source=2380016Assignment#page1.tif source=2380016Assignment#page2.tif | | | | | | | | | |

ASSIGNMENT

| | Status: | an individual | | |
|-------------|------------------------|----------------------------------|------------|----------|
| | Address: | 1555 Jupiter Park Drive, #4 | | |
| | City: | Jupiter | State/Zip: | FL 33458 |
| A GOLONIEE. | | - T | | |
| | | | | |
| ASSIGNEE: | Atlas Spine Status: | e, Inc. a Florida corporation | | |
| ASSIGNEE: | | | | |

| WHEREAS, the Assignor having made the above invention and filed application for Letters Patent |
|---|
| of the United States thereon, and the Assignee is desirous of acquiring the same. In consideration of One |
| Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby |
| acknowledged, the Assignor hereby assigns to the Assignee, including its successors, assigns, heirs, |
| administrators, all of the Assignor's rights, title and interest in and to the invention and the patent |
| application therefore identified herein and to any and all patents which may evolve therefrom; |

ATTY DOCKET NO.: 2380.016

NOW, **THEREFORE**, Assignor intending to be legally bound, hereby assigns, transfers and delivers unto Assignee, its successors, legal representatives and assigns, all rights, title and interest in, to and under the Patent Application, including all other rights associated with the invention, including, without limitation, the right to sue for and collect damages for any past infringement of the Patents, and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the inventions based upon the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be filed states and all foreign countries on the full end of the

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> PATENT REEL: 022798 FRAME: 0246

term or terms for which the Patents may be granted, as fully and entirely as the same would have been held by the undersigned Assignor had this Agreement not been made; and specifically including all rights of priority created by the Patent under any treaty, convention or law relating thereto.

Assignor agrees, when requested, to carry out in good faith the intent and purpose of this Agreement, to execute and deliver to Assignee, all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the inventions; all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to Assignee all facts known to Assignor relating to the invention and the history thereof; and generally do everything possible which Assignee shall consider desirable for vesting title to the invention in Assignee, and for securing, maintaining and enforcing proper patent protection for the inventions; the Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignor.

Date: 6/1/07

Matthew G. Baynham

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this 12th day of fine 2009, personally appeared Matthew G. Baynham the above named individuals, to me known to be the person described in, and who executed the foregoing assignment instrument and acknowledge to me that the executed the same on the own free will for the purpose therein expressed.

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Personally known or Product Identification Type of Identification Produced

-Notary Public



PATENT REEL: 022798 FRAME: 0247