

Form PTO-1595 (Rev. 10-08)
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1. Name of conveying party(ies)

Jeremy J. Lemoine

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 8/8/2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Abbott Spine Inc.

Internal Address: _____

Street Address: 5301 Riata Park Court, Bldg. F.

City: Austin

State: Texas

Country: US

Zip: 78727

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

11/756,106 (Attorney Docket No. ZIMM2410-1)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sprinkle IP Law Group (Cust. No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas

Zip: 78705

Phone Number: 512-637-9220

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 503183

Authorized User Name Katharina W. Schuster

9. Signature:

Katharina W. Schuster
Signature

June 29, 2009
Date

Katharina W. Schuster, Reg. 50,000

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

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PATENT
REEL: 022890 FRAME: 0644

ASSIGNMENT

WHEREAS, **JEREMY J. LEMOINE**, hereinafter called the "Assignor", has made the invention entitled "**MODULAR OCCIPITAL PLATE**," that has a U.S. Patent Application Serial Number of **11/756,106** and was filed on **MAY 31, 2007**;

WHEREAS, Abbott Spine Inc., a corporation organized and existing under the and by the virtue of the General Corporation Law of the State of Delaware and wholly owned subsidiary of Abbott Laboratories, with a principal office at 5301 Riata Park Court, Bldg. F, Austin, Texas 78727, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right, title and interest in and to said invention and all patent applications, patents, utility models and designs therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.


The Assignor hereby covenants and agrees, for both the Assignor and the Assignors' legal representative, that Assignor has the full right to convey the interest assigned by this Assignment; and that the Assignor will assist the Assignee in the prosecution of the patent application identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out

of this Assignment; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: 08-08-2007



Jeremy J. Lemoine