

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

T. WADE FALLIN (03/16/2005), DANIEL E. GERBEC (03/16/2005), AND JOEL DEVER (03/16/2005)

Execution Date(s): in parentheses after inventor name

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

3. Nature of Conveyance:

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

2. Name and address of receiving party(ies)

Name: MEDICINELODGE, INC.

Internal Address: _____

Street Address: _____

180 South
600 West

City: LOGAN

State: UTAH

Country: USA Zip: 84321

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

4. Application or patent number(s):

A. Patent Application No.(s)
12/070,256

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kevin M. Kocun
LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.: SPINE 3.0-503 I CONT

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: (908) 518-6383

Fax Number: (908) 654-0415

Email Address: kkocun@ldlkm.com

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 by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

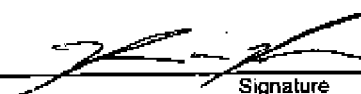
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-1095
Authorized User Name Kevin M. Kocun

9. Signature:



Signature

Kevin M. Kocun - 54,230

Name of Person Signing

August 5, 2009

Date

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

2

WHEN RECORDED RETURN TO:

PATENT APPLICATION
Docket No: MLI-29

Daniel F. Justin
Registration #50,144
Medicine Lodge, Inc.
180 South 600 West
Logan, Utah 84321

ASSIGNMENT

We,

- (1) Name: T. Wade Fallin
Address: 210 East 200 South
Hyde Park, Utah 84318
- (2) Name: Daniel E. Gerbec
Address: 1755 Country Club Drive
Logan, Utah 84321
- (3) Name: Joel Dever
Address: 195 North 250 East
Millville, Utah 84326

have invented a method and apparatus entitled APPARATUS AND METHOD FOR DYNAMIC VERTEBRAL STABILIZATION, hereinafter called the "invention." Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. MLI-29 of the office of MedicineLodge, Inc., 180 South, 600 West, Logan, Utah 84321, and filed in the United States Patent and Trademark Office as Serial No. _____ on _____. (We hereby authorize MedicineLodge, Inc. to insert said serial number and filing date when known.)

The Assignee, MedicineLodge, Inc., a corporation of the State of Delaware, having a principal place of business at 180 South 600 West, Logan Utah, 84321, desires to secure the entire right, title and interest in said invention. In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge,

WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention and in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of letters patent or patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

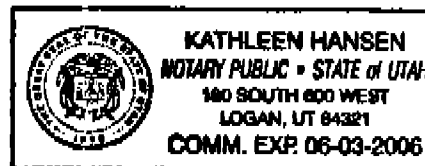
Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.


DATED MAR 16, 2005

T. Wade Fallin

STATE OF UTAH)
 : SS.
COUNTY OF CACHE)


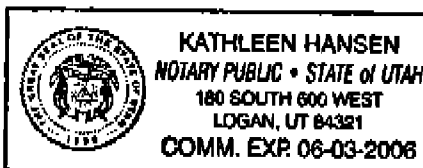


The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 16, 2005, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

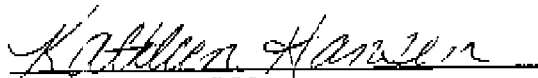

NOTARY PUBLIC
Residing at:
MedicineLodge, Inc.
180 South 600 West
Logan, Utah 84321

My Commission Expires:

6/3/06

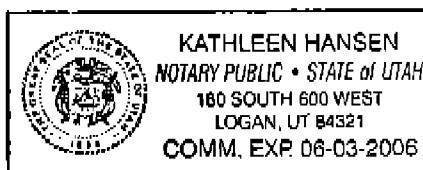
DATED 16 March 05
Daniel E. GerbecSTATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 16, 2005, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.


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MedicineLodge, Inc.
180 South 600 West
Logan, Utah 84321

My Commission Expires:

6/3/06

DATED 3-16-2005
Joel DeverSTATE OF UTAH)
 : SS.
COUNTY OF CACHE)

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