

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Rudolf MORGENSTERN LOPEZ	05/19/2009
Wolfgang RIES	03/26/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Joimax GmbH
Street Address:	Amalienbadstrasse 33
City:	Karlsruhe
State/Country:	GERMANY
Postal Code:	D-76227
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12516316
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ATTORNEY DOCKET NUMBER:	73359
NAME OF SUBMITTER:	John James McGlew
Total Attachments: 3 source=73359-4#page1.tif source=73359-4#page2.tif	

OP \$40.00 12516316

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**PATENT  
REEL: 023116 FRAME: 0423**



**ASSIGNMENT OF PATENT APPLICATION**

WHEREAS, We, the undersigned have invented certain new and useful improvements in an invention entitled: DEVICE AND METHOD FOR MINIMALLY INVASIVE SPINAL INTERVENTION

the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent.

AND WHEREAS, Joimax GmbH  
with a principal place of business at: Amalienbadstraße 33  
D-76227 Karlsruhe / Germany

(hereinafter referred to as Assignee) is desirous of acquiring an interest therein-and-in the Letters Patent to be obtained therefore from the United States.

NOW THEREFORE, be it known by all whom it may concern, that for an in consideration of the sum of One Dollar (\$1.00) (or the equivalent thereof in foreign currency) and other valuable consideration to us in hand paid, the receipt of which is hereby acknowledged, we have assigned, sold and set over and by these presents assign, sell and set over unto said Assignee for the territory of the United States of America and not elsewhere, the full and exclusive right, title and interest in and to the said invention, as fully set forth and described in the specification prepared and executed by us on: \_\_\_\_\_, filed on May 26, 2009, as Serial No. 12/516,316, preparatory to obtaining Letters Patent therefore; said invention, application and Letters Patent to be held and enjoyed by the said Assignee for its own use and behoof and for the use and behoof its successors and assigns to the full end of the term for which said Letters Patent is granted, as fully and entirely as the same would have been held by us had this Assignment and sale not been made; and we further hereby authorize Assignee or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this Assignment.

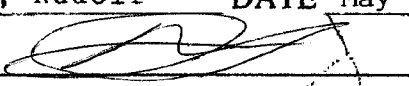
We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, We have hereunto signed our names on the day and year set forth below.

- First Inventor's Name MORGENSTERN López, Rudolf DATE May 19, 2009  
Printed Name Day/Month/Year  
First Inventor's Signature 
- Second Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Second Inventor's Signature \_\_\_\_\_
- Third Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Third Inventor's Signature \_\_\_\_\_
- Fourth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Fourth Inventor's Signature \_\_\_\_\_
- Fifth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Fifth Inventor's Signature \_\_\_\_\_
- Sixth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Sixth Inventor's Signature \_\_\_\_\_
- Seventh Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Seventh Inventor's Signature \_\_\_\_\_
- Eighth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Eighth Inventor's Signature \_\_\_\_\_
- Ninth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Ninth Inventor's Signature \_\_\_\_\_
- Tenth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year  
Tenth Inventor's Signature \_\_\_\_\_

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

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IN WITNESS WHEREOF, We have hereunto signed our names on the day and year set forth below.

➤ First Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

First Inventor's Signature \_\_\_\_\_

➤ Second Inventor's Name RIES, Wolfgang DATE 26<sup>th</sup> March / 2009  
Printed Name Day/Month/Year

Second Inventor's Signature \_\_\_\_\_

➤ Third Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Third Inventor's Signature \_\_\_\_\_

➤ Fourth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Fourth Inventor's Signature \_\_\_\_\_

➤ Fifth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Fifth Inventor's Signature \_\_\_\_\_

➤ Sixth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Sixth Inventor's Signature \_\_\_\_\_

➤ Seventh Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Seventh Inventor's Signature \_\_\_\_\_

➤ Eighth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Eighth Inventor's Signature \_\_\_\_\_

➤ Ninth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Ninth Inventor's Signature \_\_\_\_\_

➤ Tenth Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Tenth Inventor's Signature \_\_\_\_\_

PATENT