# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Keith E Miller	08/17/2009
Charles A Dickinson	08/14/2009

#### **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:	12542382	

# **CORRESPONDENCE DATA**

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Rodney M. Young

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Address Line 4: Memphis, TENNESSEE 38132

P33708.00 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Rodney M. Young

Total Attachments: 3

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**PATENT** REEL: 023125 FRAME: 0540

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PATENT REEL: 023125 FRAME: 0541

#### ASSIGNMENT

# WHEREAS,

- (1) Keith E. Miller of the City of Germantown State of Tennessee, USA
- (2) Charles A. Dickinson of the City of Bartlett
  State of Tennessee, USA

have invented certain improvements in

# INSTRUMENTS AND METHODS FOR IN SITU BENDING OF AN ELONGATE SPINAL IMPLANT

for which we	have executed an application for Letters Patent of the United States of America,
of 6	even date herewith; and
X file	ed on <u>08-17-2009</u> and assigned application number <u>12/542,382</u> and
2500 Silveus	we hereby authorize and request the attorneys of Assignee, Warsaw Orthopedic, Inc., of Crossing, Warsaw, Indiana 46581, to insert the filing date and application number of the hen 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 WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we 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:

7348 Bellville Drive
Germantown, Tennessee

Dated:

Miller, Tonessee

COUNTY OF Shelby

On this the 1th day of August, 2009, before me personally appeared Keith E. Miller, 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 1th day of August, 2009.

Sharing Chambers

Notary Public

Inventor Name:	Charles A. Dickinson
Address:	6663 Dawnhill Road
	Bartlett, Tennessee 38135
Dated: 8/14/09	Chos de Della
Dated.	Inventor Signature
_	
STATE OF Jennessee	_
COUNTY OF Shelby	
	_
On this the 14th day of Aug	ust, 2009, before me personally appeared C.
Anthony Dickinson, to me known (or proved to	me on the basis of satisfactory evidence) to be the person
described in and who executed the foregoing ins his free act and deed.	trument, and acknowledged that he executed the same as
	,
WITNESS MY HAND and Seal at office	be this the 14th day of August, 2009.
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Sai	bina Chambers
Notary	Public
MINA M. CANA	
My Commission Expires (	
TENNESSEE OF	
PUBLIC	•
Community CO	
W. EXP. OC.	