

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>James Bruffey</td> <td>02/28/2008</td> </tr> <tr> <td>Eric A. Lab</td> <td>07/15/2008</td> </tr> <tr> <td>Bret Hartzell</td> <td>07/16/2008</td> </tr> <tr> <td>Adam C. Sclafani</td> <td>05/30/2008</td> </tr> </tbody> </table>		Name	Execution Date	James Bruffey	02/28/2008	Eric A. Lab	07/15/2008	Bret Hartzell	07/16/2008	Adam C. Sclafani	05/30/2008		
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Theken Spine, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1800 Triplett Boulevard</td> </tr> <tr> <td>Internal Address:</td> <td>an Ohio Limited Liability Company</td> </tr> <tr> <td>City:</td> <td>Akron</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44306</td> </tr> </table>		Name:	Theken Spine, LLC	Street Address:	1800 Triplett Boulevard	Internal Address:	an Ohio Limited Liability Company	City:	Akron	State/Country:	OHIO	Postal Code:	44306
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (502)588-1904  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 502-625-2720          Email: lminton@middreut.com          Correspondent Name: Robert H. Eichenberger          Address Line 1: 401 S. 4th Street          Address Line 2: Suite 2500          Address Line 4: Louisville, KENTUCKY 40202</p>													
NAME OF SUBMITTER:	Robert H. Eichenberger, Reg. No. 42,509												
Total Attachments: 14													

OP \$40.00 12368898

**500950309**

**PATENT**  
**REEL: 023171 FRAME: 0178**

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## ASSIGNMENT

Eric A. Lab, residing at 190 Tanglewood Trail, Wadsworth, Ohio 44281, USA; and  
Bret Everett Hartzell, residing at 2663-6 Wingate Way NW, Canton, Ohio 44708,  
USA;

(collectively, the "Assignors") have invented, alone or in cooperation with others, certain improvements related to a Spinal Cage Having Deployable Member which is Removable (the "Invention"), which is disclosed in an application for United States Letters Patent Serial Number 12/167, 218, filed on July 2, 2008, (the "Application"), which claims under 35 U.S.C. § 119(e) priority to and benefit from United States Provisional Patent Application Serial Number 60/947,557, filed on July 2, 2007, entitled Spinal Cage having Deployable Member which is Removable; and which claims under 35 U.S.C. § 119(e) priority to and benefit from United States Provisional Patent Application Serial Number 61/027,260, filed on February 8, 2008, entitled Spinal Cage having Deployable Member which is Removable; and which claims under 35 U.S.C. § 119(e) priority to and benefit from United States Provisional Patent Application Serial Number 61/037,551, filed on March 18, 2008, entitled Spinal Fusion Device;

**AND WHEREAS, THEKEN SPINE, LLC**, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306, together with any successors, legal representatives or assigns thereof, (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

**NOW THEREFORE**, the Assignors hereby assign, convey, and transfer unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Invention;

said Application, including any and all divisions, continuations, continuations-in-part, provisionals or non-provisionals claiming priority or relationship to any of the aforesaid, reissues thereof, and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof;

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto; and

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid the "Intellectual Property");

**AND THE ASSIGNORS HEREBY AGREE** to sign and execute all necessary and

lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

**AND THE ASSIGNORS HEREBY AUTHORIZE AND REQUEST** the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

ASSIGNORS:

<u>Eric A. Lab</u>		<u>7/15/2008</u>
Eric A. Lab		Date
STATE OF OHIO	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

ASSIGNORS:

<u>Bret E. Hartzel</u>		<u>7/14/08</u>
Bret Everett Hartzel		Date
STATE OF OHIO	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

## ASSIGNMENT

**WHEREAS, Adam C. Sclafani**, residing at 11021 Cottingham Circle NW, Uniontown, Ohio 44685 USA (the "Assignor") has invented, alone or in cooperation with others, certain improvements related to a SPINAL CAGE HAVING DEPLOYABLE MEMBER WHICH IS REMOVABLE, ("the Invention"), which is disclosed in U.S. Patent Application Ser. No. 60/947,557, filed on July 2, 2007 (the "Application");

**AND WHEREAS, THEKEN SPINE, LLC**, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306, together with any successors, legal representatives or assigns thereof, (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

**NOW THEREFORE**, the Assignor hereby assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Invention;

said Application, including any and all divisions, continuations, continuations-in-part, provisionals or non-provisionals claiming priority or relationship to any of the aforesaid, reissues thereof, and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid the "Intellectual Property");

**AND THE ASSIGNOR HEREBY AGREES** to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

**AND THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue

patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

ASSIGNOR:

<u>Adam C. Scalfani</u> Adam C. Scalfani		<u>5/30/08</u> Date
STATE OF _____	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

**ASSIGNMENT**

This ASSIGNMENT ("Assignment") is made and entered into as of the 28<sup>th</sup> day of FEBRUARY, 2008 by and between **James Bruffey**, residing at 3435 Fenelon Street, San Diego, California 92106 USA, (the "Inventor") and **THEKEN SPINE, LLC**, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306 USA (together with any successors, legal representatives or assigns thereof, the "Assignee").

**RECITALS**

WHEREAS, the Inventor has invented, alone or in cooperation with others, certain improvements related to a Spinal Cage Having Deployable Member Which Is Removable, (the "Invention"), which is disclosed in a provisional patent application serial number 60/947,557, filed on July 2, 2007, (the "Application");

AND WHEREAS, Assignee owns and possesses certain rights in and to the Intellectual Property (defined below) and desires to acquire the entire right, title, and interest in and to the Intellectual Property, and any United States and foreign patents to be obtained therefor;

AND WHEREAS, the Inventor desires to convey to the Assignee all of his entire right, title, and interest in and to the Intellectual Property, in consideration of royalty payments to be made as provided for in a separate Royalty Agreement, executed on even date herewith;

NOW THEREFORE, the Inventor hereby sells, assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, specifically including the right to receive royalties pursuant to the provisions of the Royalty Agreement, attached hereto as Exhibit A, which exhibit is specifically incorporated by reference herein and shall be a part of this Assignment, the entire right, title and interest in and to:

said Invention;

said Application, including any divisions, continuations, and continuations-in-part, reissues, and reexamination;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for said Invention, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Inventor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, the "Intellectual Property");

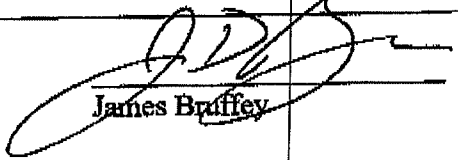
AND THE INVENTOR HEREBY AGREES to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations, and continuations-in-part of said Application, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for said Intellectual Property, as the Assignee or its patentee(s) may from time to time reasonably require and prepare at Assignee's own expense;

Assignment  
Page 1 of 2

**PATENT****REEL: 023171 FRAME: 0184**

AND THE INVENTOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

**INVENTOR:**

		<u>2/28/08</u>
James Bruffey		DATE
STATE OF CALIFORNIA	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed inventor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

Assignment  
Page 2 of 2

TOTAL P.13

**PATENT****REEL: 023171 FRAME: 0185**



## ASSIGNMENT

**WHEREAS**, Adam C. Sclafani, residing at 11021 Cottingham Circle NW, Uniontown, Ohio 44685 USA (the "Assignor") has invented, alone or in cooperation with others, certain improvements related to a SPINAL CAGE HAVING DEPLOYABLE MEMBER WHICH IS REMOVABLE, ("the Invention"), which is disclosed in U.S. Patent Application Ser. No. 61/027,260, filed on February 8, 2008 (the "Application");

**AND WHEREAS**, THEKEN SPINE, LLC, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306, together with any successors, legal representatives or assigns thereof, (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

**NOW THEREFORE**, the Assignor hereby assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Invention;

said Application, including any and all divisions, continuations, continuations-in-part, provisionals or non-provisionals claiming priority or relationship to any of the aforesaid, reissues thereof, and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid the "Intellectual Property");

**AND THE ASSIGNOR HEREBY AGREES** to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

**AND THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue

patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

ASSIGNOR:

<u>Adam C. Sclafani</u> Adam C. Sclafani		<u>5/30/08</u> Date
STATE OF _____	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

**ASSIGNMENT**

This ASSIGNMENT ("Assignment") is made and entered into as of the 17<sup>th</sup> day of April, 2008 by and between James Bruffey, residing at 3435 Fenelon Street, San Diego, California 92106 USA, (the "Inventor") and THEKEN SPINE, LLC, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306 USA (together with any successors, legal representatives or assigns thereof, the "Assignee").

**RECITALS**

WHEREAS, the Inventor has invented, alone or in cooperation with others, certain improvements related to a Spinal Cage having deployable member which is removable, which is disclosed in a provisional patent application serial number 61/027,260, filed on February 8, 2008 (the "Application"):

AND WHEREAS, Assignee owns and possesses certain rights in and to the Intellectual Property (defined below) and desires to acquire the entire right, title, and interest in and to the Intellectual Property, and any United States and foreign patents to be obtained therefor;

AND WHEREAS, the Inventor desires to convey to the Assignee all of his entire right, title, and interest in and to the Intellectual Property, in consideration of royalty payments to be made as provided for in a separate Royalty Agreement, executed on even date herewith;

NOW THEREFORE, the Inventor hereby sells, assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, specifically including the right to receive royalties pursuant to the provisions of the Royalty Agreement, attached hereto as Exhibit A, which exhibit is specifically incorporated by reference herein and shall be a part of this Assignment, the entire right, title and interest in and to:

said Invention;

said Application, including any divisions, continuations, and continuations-in-part, reissues, and reexamination;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for said Invention, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Inventor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, the "Intellectual Property");

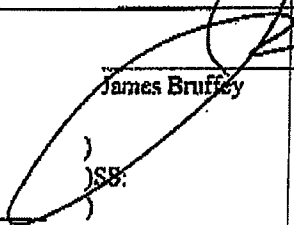
AND THE INVENTOR HEREBY AGREES to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations, and continuations-in-part of said Application, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for said Intellectual Property, as the Assignee or its patentee(s) may from time to time reasonably require and prepare at Assignee's own expense;

Assignment  
Page 1 of 2

**PATENT****REEL: 023171 FRAME: 0188**

AND THE INVENTOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

INVENTOR:

		DATE <u>4/17/08</u>
James Bruffey		
STATE OF CALIFORNIA	)	
	)SB:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed inventor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

Assignment  
Page 2 of 2

TOTAL P.06

**ASSIGNMENT**

This ASSIGNMENT ("Assignment") is made and entered into as of the 17<sup>th</sup> day of April, 2008 by and between James Bruffey, residing at 3435 Fenelon Street, San Diego, California 92106 USA, (the "Inventor") and THEKEN SPINE, LLC, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306 USA (together with any successors, legal representatives or assigns thereof, the "Assignee").

**RECITALS**

WHEREAS, the Inventor has invented, alone or in cooperation with others, certain improvements related to a Spinal Fusion Device, which is disclosed in a provisional patent application serial number 61/037,551, filed on March 18, 2008 (the "Application");

AND WHEREAS, Assignee owns and possesses certain rights in and to the Intellectual Property (defined below) and desires to acquire the entire right, title, and interest in and to the Intellectual Property, and any United States and foreign patents to be obtained therefor;

AND WHEREAS, the Inventor desires to convey to the Assignee all of his entire right, title, and interest in and to the Intellectual Property, in consideration of royalty payments to be made as provided for in a separate Royalty Agreement, executed on even date herewith;

NOW THEREFORE, the Inventor hereby sells, assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, specifically including the right to receive royalties pursuant to the provisions of the Royalty Agreement, attached hereto as Exhibit A, which exhibit is specifically incorporated by reference herein and shall be a part of this Assignment, the entire right, title and interest in and to:

said Invention;

said Application, including any divisions, continuations, and continuations-in-part, reissues, and reexamination;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for said Invention, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Inventor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, the "Intellectual Property");

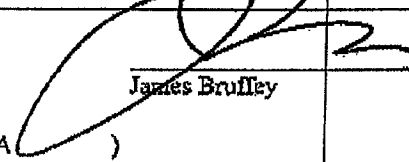
AND THE INVENTOR HEREBY AGREES to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations, and continuations-in-part of said Application, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for said Intellectual Property, as the Assignee or its patentee(s) may from time to time reasonably require and prepare at Assignee's own expense;

Assignment  
Page 1 of 2

**PATENT****REEL: 023171 FRAME: 0190**

AND THE INVENTOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

INVENTOR:

		<u>4/17/2008</u>
James Bruffley		DATE
STATE OF CALIFORNIA )		
) SS:		
COUNTY OF _____ )		
Subscribed, sworn, and acknowledged before me by the above-listed inventor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	

Assignment  
Page 2 of 2

PATENT

REEL: 023171 FRAME: 0191

## ASSIGNMENT

**WHEREAS, Adam C. Sclafani**, residing at 11021 Cottingham Circle NW, Uniontown, Ohio 44685 USA (the "Assignor") has invented, alone or in cooperation with others, certain improvements related to a SPINAL FUSION DEVICE, ("the Invention"), which is disclosed in U.S. Patent Application Ser. No. **61/037,551**, filed on March 18, 2008 (the "Application");

**AND WHEREAS, THEKEN SPINE, LLC**, an Ohio Limited Liability Company, whose post office address is 1800 Triplett Boulevard, Akron, Ohio 44306, together with any successors, legal representatives or assigns thereof, (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

**NOW THEREFORE**, the Assignor hereby assigns, conveys, and transfers unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Invention;

said Application, including any and all divisions, continuations, continuations-in-part, provisionals or non-provisionals claiming priority or relationship to any of the aforesaid, reissues thereof, and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof; and

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto;

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid the "Intellectual Property");

**AND THE ASSIGNOR HEREBY AGREES** to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

**AND THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue

patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

ASSIGNOR:

<u>Adam C. Scalfani</u> Adam C. Scalfani		<u>5/30/08</u> Date
STATE OF _____	)	
	)SS:	
COUNTY OF _____	)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this _____ day of _____, 2008.		
My Commission expires _____	Notary Public (Signature) _____	