

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dennis Colleran	12/09/2004
Scott Schorer	12/09/2004
Paul McAfee M.D.	08/09/2004
RECEIVING PARTY DATA	
Name:	Innovative Spinal Technologies
Street Address:	2745 N. Dallas Parkway, Suite 460
Internal Address:	a Delaware Corporation
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12044810
CORRESPONDENCE DATA	
Fax Number:	(502)588-1904
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Robert H. Eichenberger
Address Line 1:	401 S. 4th Street, Suite 2500
Address Line 2:	Middleton Reutlinger
Address Line 4:	Louisville, KENTUCKY 40202
NAME OF SUBMITTER:	Robert H. Eichenberger, Reg. No. 42,509
Total Attachments: 7 source=assignment#page1.tif source=assignment#page2.tif	

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**PATENT
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Dennis Colleran; Scott Schorer; and Paul McAfee, M.D. (hereinafter referred to as Assignors), residing at 5417 Widgeon Way, Frisco, Texas 75034; 2745 N. Dallas Parkway, Suite 460, Plano, Texas 75093; and 621 East Belfast Road, Sparks, Maryland 21152, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR DYNAMIC SKELETAL STABILIZATION, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Innovative Spinal Technologies, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 2745 N. Dallas Parkway, Suite 460, Plano, Texas 75093 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 09 DEC 2004

[Signature]
Dennis Colleran

United States of America)
State of Texas) ss.:
County of Collin)



On this 9th day of December, 2004, before me personally came Dennis Colleran, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public

Date: 09 DEC 2004

[Signature]
Scott Schorer

United States of America)
State of Texas) ss.:
County of Collin)



On this 9th day of December, 2004, before me personally came Scott Schorer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Dennis Colleran; Scott Schorer; and Paul McAfee, M.D. (hereinafter referred to as Assignors), residing at 5417 Widgeon Way, Frisco, Texas 75034; 2745 N. Dallas Parkway, Suite 460, Plano, Texas 75093; and 621 East Belfast Road, Sparks, Maryland 21152, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR DYNAMIC SKELETAL STABILIZATION, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Innovative Spinal Technologies, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 2745 N. Dallas Parkway, Suite 460, Plano, Texas 75093 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: _____

Dennis Colleran

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me personally came _____ Dennis Colleran _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Date: _____

Scott Schorer

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me personally came _____ Scott Schorer _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Date: 8/9/07

Paul McAfee
Paul McAfee, M.D.

United States of America)
State of MARYLAND) ss.:
County of BALTIMORE)

On this 9th day of August, 2004, before me personally came Paul McAfee, M.D., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kathleen Reasberry
Notary Public