

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Charles J. Winslow	10/05/2009
Steven T. Mitchell	10/02/2009
John J. Flynn	10/02/2009
James F. Zucherman	10/13/2009
Ken Y. Hsu	10/08/2009
Henry A. Klyce	10/01/2009
H. Adam R. Klyce	10/01/2009

RECEIVING PARTY DATA

Name:	Spartek Medical, Inc.
Street Address:	1100 Marina Village Parkway, Suite 103
City:	Alameda
State/Country:	CALIFORNIA
Postal Code:	94501

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12566491
Application Number:	12566494
Application Number:	12566498
Application Number:	12566504
Application Number:	12566507
Application Number:	12566511
Application Number:	12566516
Application Number:	12566519
Application Number:	12566522
Application Number:	12566529

500993569

PATENT
REEL: 023399 FRAME: 0933

CH \$440.00 12566491

Application Number: 12566531

CORRESPONDENCE DATA

Fax Number: (415)362-2928

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

Phone: 4153623800

Email: officeactions@fdml.com

Correspondent Name: Fliesler Meyer LLP

Address Line 1: 650 California Street, 14th Floor

Address Line 4: San Francisco, CALIFORNIA 94108

ATTORNEY DOCKET NUMBER:

SPART-01044

NAME OF SUBMITTER:

Sheldon R. Meyer

Total Attachments: 7

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Charles J. Winslow
a resident of Walnut Creek, California; and
- (2) Steven T. Mitchell
a resident of Pleasant Hill, California; and
- (3) John J. Flynn
a resident of Walnut Creek, California; and
- (4) James F. Zucherman
a resident of San Francisco, California; and
- (5) Ken Y. Hsu
a resident of San Francisco, California; and
- (6) Henry A. Klyce
a resident of Piedmont, California; and
- (7) H. Adam R. Klyce
a resident of Berkeley, California;

have invented certain new and useful improvements as set out below:

1. and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on December 3, 2008 and assigned U.S. Provisional Patent Application No. 61/119,651 entitled "**LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE**";

and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on December 15, 2008 and assigned U.S. Provisional Patent Application No. 61/122,658 entitled "**LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE**";

and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on January 13, 2009 and assigned U.S. Provisional Patent Application No. 61/144,426 entitled "**LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE**"; and

and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on July 14, 2009 and assigned U.S. Provisional Patent Application No. 61/225,478 entitled "**LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE**".

2. and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,491 entitled **"LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,494 entitled **"LOAD-SHARING COMPONENT HAVING A DEFLECTABLE POST AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,498 entitled **"LOAD-SHARING BONE ANCHOR HAVING A DURABLE COMPLIANT MEMBER AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,504 entitled **"LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST WITH A COMPLIANT RING AND METHOD FOR STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,507 entitled **"LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST WITH A COMPLIANT RING AND METHOD FOR STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,511 entitled **"LOAD-SHARING BONE ANCHOR HAVING A DEFLECTABLE POST AND METHOD FOR STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,516 entitled **"LOAD-SHARING BONE ANCHOR HAVING A NATURAL CENTER OF ROTATION AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,519 entitled **"DYNAMIC SPINAL ROD AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,522 entitled **"DYNAMIC SPINAL ROD ASSEMBLY AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,529 entitled **"CONFIGURABLE DYNAMIC SPINAL ROD AND METHOD FOR DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,531 entitled **"A SPINAL PROSTHESIS HAVING A THREE BAR LINKAGE FOR MOTION PRESERVATION AND DYNAMIC STABILIZATION OF THE SPINE"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,534 entitled **"SURGICAL TOOL AND METHOD FOR IMPLANTATION OF A DYNAMIC BONE ANCHOR"**;

and has prepared a declaration or oath for a United States Patent Application disclosing and identifying the invention and/or said application having been filed on September 24, 2009, and assigned U.S. Patent Application No. 12/566,547 entitled **"SURGICAL TOOL AND METHOD FOR CONNECTING A DYNAMIC BONE ANCHOR AND DYNAMIC VERTICAL ROD"**.

WHEREAS Spartek Medical, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1100 Marina Village Parkway, Suite 103, Alameda, California 94501, wishes to acquire the entire right, title and interest in and to said application(s) and the invention(s) disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patent applications, patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application(s) and said invention; (b) in and to all rights to apply in any and all countries of the world for patent applications, patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications,

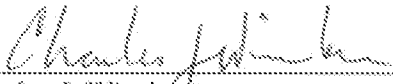
declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting provisional, utility, substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

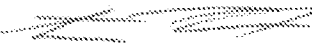
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

10/5/09
Date

(1) 
(Charles J. Winslow)

10-2-09
Date

(2) 
(Steven T. Mitchell)

10/2/09
Date

(3) 
(John J. Flynn)

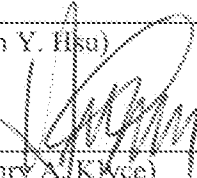
Date

(4) _____
(James F. Zucherman)

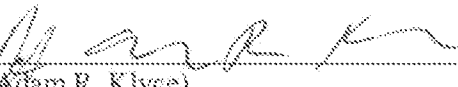
Date

(5) _____
(Ken Y. Hsu)

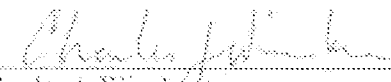
10/1/09
Date

(6) 
(Henry A. Klyce)

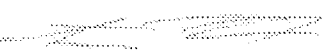
10/1/09
Date

(7) 
(H. Adam R. Klyce)

10/5/09
Date

(1) 
(Charles J. Winslow)

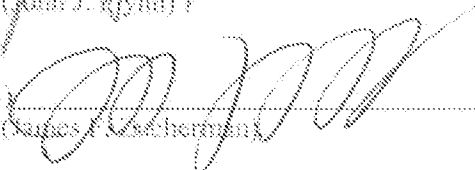
10-2-09
Date

(2) 
(Stephen T. Mitchell)

10/2/09
Date

(3) 
(John J. Flynn)

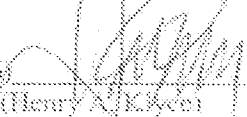
10/13/09
Date

(4) 
(James P. Scherbaum)

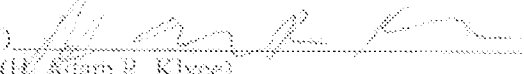
Date

(5) 
(Ken Y. Hsu)

10/1/09
Date

(6) 
(Henry A. Klyce)

10/1/09
Date

(7) 
(William R. Klyce)

Date 10/5/09

Date 10-2-09

Date 10/2/09

Date _____

Date 10/8/2009

Date 10/1/09

Date 10/1/09

(1) Charles J. Winslow
(Charles J. Winslow)

(2) Stephen T. Mitchell
(Stephen T. Mitchell)

(3) John J. Flynn
(John J. Flynn)

(4) _____
(James F. Zucherman)

(5) Ken Y. Hsu
(Ken Y. Hsu)

(6) Henry A. Klyce
(Henry A. Klyce)

(7) Adam R. Klyce
(Adam R. Klyce)