

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Morteza M. Farr	02/17/2009
E. Marlowe Goble	03/17/2009
T. Wade Fallin	02/20/2009
Ephraim Akyuz	02/20/2009
Daniel F. Justin	02/20/2009
Douglas M. Lorang	02/20/2009
MedicineLodge, Inc.	06/25/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Innovative Spine, LLC
<b>Street Address:</b>	9285 N. Burgan Ave.
<b>City:</b>	Clovis
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93619
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12537941
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(818)332-9948
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	919-313-6160
<b>Email:</b>	bss@eclipsegrp.com
<b>Correspondent Name:</b>	Eclipse Group LLP
<b>Address Line 1:</b>	10605 Balboa Blvd., Suite 300
<b>Address Line 4:</b>	Granada Hills, CALIFORNIA 91344
<b>ATTORNEY DOCKET NUMBER:</b>	T209006USU

OP \$40.00 12537941

**500995000**

**PATENT  
 REEL: 023407 FRAME: 0980**

NAME OF SUBMITTER:

Bonnie S. Sheridan

**Total Attachments: 14**

source=T209006USU-Executed\_Assignment#page1.tif  
source=T209006USU-Executed\_Assignment#page2.tif  
source=T209006USU-Executed\_Assignment#page3.tif  
source=T209006USU-Executed\_Assignment#page4.tif  
source=T209006USU-Executed\_Assignment#page5.tif  
source=T209006USU-Executed\_Assignment#page6.tif  
source=T209006USU-Executed\_Assignment#page7.tif  
source=T209006USU-Executed\_Assignment#page8.tif  
source=T209006USU-Executed\_Assignment#page9.tif  
source=T209006USU-Executed\_Assignment#page10.tif  
source=T209006USU-Executed\_Assignment#page11.tif  
source=T209006USU-Executed\_Assignment#page12.tif  
source=T209006USU-Executed\_Assignment#page13.tif  
source=T209006USU-Executed\_Assignment#page14.tif

WHEN RECORDED RETURN TO:

PATENT APPLICATION  
Docket No: INS-6 PROV

David Meibos  
Registration #45,885  
Medicine Lodge, Inc.  
180 South 600 West  
Logan, Utah 84321

ASSIGNMENT

We,

- (1) Name: Morteza M. Farr  
Address: 2938 Renwick Way  
Santa Cruz, CA 95062
- (2) Name: Joel Saxton  
Address: 36064 Manon Ave  
Madera, CA 93638
- (3) Name: E. Marlowe Goble  
Address: 1125 North Cedar Heights Drive  
Logan, Utah 84341
- (4) Name: T. Wade Fallin  
Address: 210 East 200 South  
Hyde Park, Utah 84318
- (5) Name: Ephraim Akyuz  
Address: 358 North Gateway Drive Apt. # 117  
Providence, UT 84332
- (6) Name: Daniel F. Justin  
Address: 185 North Winding Way  
Logan, Utah 84321
- (7) Name: Douglas Michael Lorang  
Address: 3009 North 2050 East  
North Logan, Utah 84341

have invented a method and apparatus entitled SYSTEMS AND METHODS FOR SURGICAL ACCESS AND VISULIZATION, hereinafter called the "invention." Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. INS-6 PROV of the office of MedicineLodge, Inc., 180 South, 600 West, Logan, Utah 84321, and filed in the Untied States Patent and Trademark Office as Serial No. 61/086,940 on 8/7/2008.

The Assignee, Innovative Spine, LLC., having a principal place of business at 2206 Lighthouse Circle, Tracy, California 95304, desires to secure the entire right, title and interest in said invention. In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge,

**WE HEREBY ASSIGN TO THE ASSIGNEE:**

The entire right, title and interest in said invention and in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of letters patent or patents grated thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful

documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.



ACKNOWLEDGMENT

State of California  
County of Santa Cruz

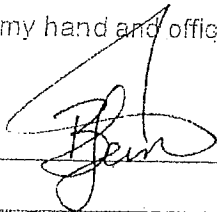
On 17<sup>th</sup> February 2009 before me, Brandon Fein, Notary Public  
(insert name and title of the officer)

personally appeared Morteza Moosavi Farr  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



DATED 2-17-09

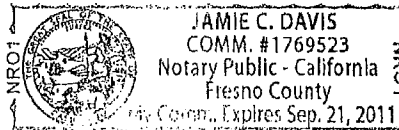
Joel Saxton  
Joel Saxton

STATE OF CA )  
 ) : ss.  
COUNTY OF Fresno )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On February 17, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Jamie C Davis  
NOTARY PUBLIC  
Residing at: Fresno, CA

My Commission Expires:  
9-21-11





DATED 3/17/09

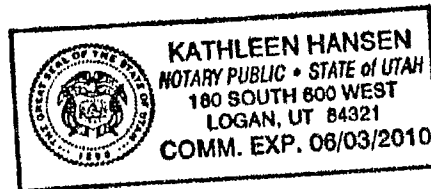
E. Marlowe Goble  
E. Marlowe Goble

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF CACHE )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 17, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Kathleen Hansen  
NOTARY PUBLIC  
Residing at: 180 S. 600 West  
Logan, UT 84321

My Commission Expires:  
6/3/2010



DATED FEB 20, 2009

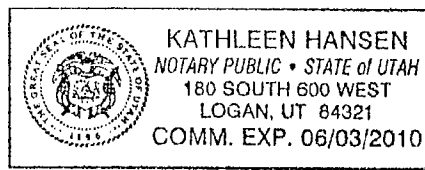
*T. Wade Fallin*  
T. Wade Fallin

STATE OF UTAH     )  
                              : ss.  
COUNTY OF CACHE )

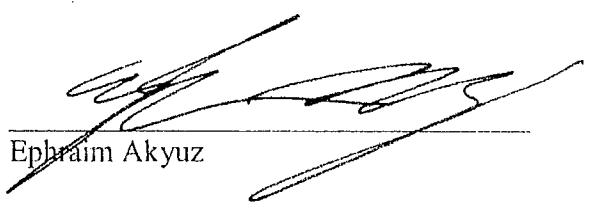
The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On Feb 20, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

*Kathleen Hansen*  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
6/3/2010



DATED 2/20/09

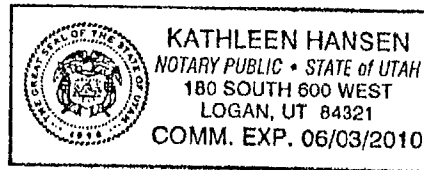
  
Ephraim Akyuz

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF CACHE )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On Feb 20, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
6/3/2010



DATED FEB 26, 2009

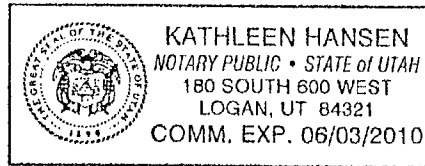
*[Signature]*  
Daniel F. Justin

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF CACHE )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On FEB 26, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

*Kathleen Hansen*  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
6/3/2010



DATED 2/20/09

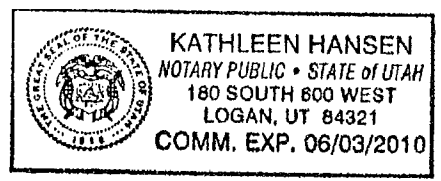
Douglas M. Lorang  
Douglas M. Lorang

STATE OF UTAH     )  
                              : ss.  
COUNTY OF CACHE )

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On Feb 20, 2009, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Kathleen Hansen  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
6/3/2010



**ASSIGNMENT OF RIGHTS**

WHEREAS, MedicineLodge, Inc. a Delaware corporation with a business address in Logan, Utah, (hereinafter ASSIGNOR) may have acquired rights to one or more new and useful improvements described in a series of patent applications as listed in the attached Schedule A ("the Applications") because of a variety of relationships with various persons thought to be inventors of those new and useful improvements;

WHEREAS, it is the intent of ASSIGNOR to have Innovative Spine, LLC of Madera, California (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) hold the rights to the various new and useful improvements associated with the Applications and the parties have arranged for the execution of assignments from various inventors to ASSIGNEE, ASSIGNOR intends to make clear that any rights which ASSIGNOR may have acquired relevant to the Applications are likewise transferred to ASSIGNEE;

NOW, THEREFORE, for consideration received by ASSIGNOR through ASSIGNOR's relationship with ASSIGNEE with respect to the Applications and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including improvements to ornamental design, and to all ASSIGNOR's copyrights in the Applications; including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the Applications whether or not the improvement is explicitly claimed in the Applications;

all equitable rights possessed by ASSIGNOR including shop rights to one or more aspects of the improvements described in the Applications whether or not the improvement is explicitly claimed in the Applications;

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document that claims any of the Applications as a priority document, and any patent which results directly or indirectly through any number of links to any of the Applications, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

and the right to claim priority to one or more of the Applications identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the Applications to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as permitted by law.

Confirming Assignment of Rights from MedicineLodge, Inc to Innovative Spine, LLC

ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to ASSIGNOR respecting said Applications; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

6/25/09

Date

NAME

Title SR, DIRECTOR OF INTELLECTUAL PROPERTY

State of Utah )

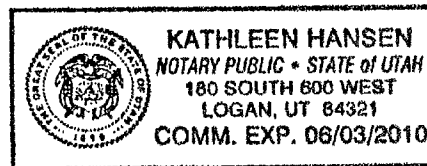
County of Cache ) ss:

On this 25 day of June, 2008, before the undersigned, a Notary Public for the State aforesaid, personally appeared David W. Meibos, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Kathleen Hansen

, Notary Public

My Commission Expires on 6/3/2010



SCHEDULE A

<b>MLI Docket</b>	<b>Serial No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Publication No.</b>
466-001P	60/856,682	METHOD AND APPARATUS FOR SPINAL SURGERY	2006-11-03	N/A
INS-1	11/831,698	SYSTEM AND METHOD FOR PROVIDING SURGICAL ACCESS TO A SPINE	2007-07-31	US 2008/0306481
INS-2	11/831,728	SYSTEM AND METHOD FOR PROVIDING SURGICAL ACCESS TO A SPINE	2007-07-31	US 2009/0012568
INS-3	11/934,636	INSTRUMENTATION AND METHOD FOR PROVIDING SURGICAL ACCESS TO A SPINE	2007-11-02	US 2008/0255563
INS-3 PCT	PCT/US2007/083625	INSTRUMENTATION AND METHOD FOR PROVIDING SURGICAL ACCESS TO A SPINE	2007-11-05	WO08/058070
INS-4 Prov	61/023,030	SYSTEMS AND METHODS FOR SURGICAL ACCESS AND VISUALIZATION	2008-01-23	N/A
INS-5 Prov	61/050,523	SPINAL ACCESS SYSTEM AND METHODS	2008-05-05	N/A
INS-5	12/357,596	SPINAL ACCESS SYSTEMS AND METHODS	2009-01-22	N/A
INS-6 Prov	61/086,940	SYSTEMS AND METHODS FOR SURGICAL ACCESS AND VISUALIZATION	2008-08-07	N/A
INS-8 Prov	61/146,976	MEANS OF DIRECT VISUALIZATION THROUGH A CURVED APPROACH PATH	2009-01-23	N/A