PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TRACE CAWLEY	10/06/2009
DOUG PAYNE	10/06/2007

RECEIVING PARTY DATA

Name:	U.S. SPINE, INC.
Street Address:	3600 FAU Blvd.
Internal Address:	Suite 101
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12572618

CORRESPONDENCE DATA

Fax Number: (704)366-9744

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

Phone: 704-790-3600

Email: bbrown@worldpatents.com
Correspondent Name: Clements Bernard PLLC
Address Line 1: 1901 Roxborough Road

Address Line 2: Suite 250

Address Line 4: Charlotte, NORTH CAROLINA 28211

ATTORNEY DOCKET NUMBER: 4928 - U.S. SPINE

NAME OF SUBMITTER: Christopher L. Bernard

Total Attachments: 2

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PATENT REEL: 023410 FRAME: 0535 JP \$40.00 125/261

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PATENT REEL: 023410 FRAME: 0536 Attorney Docket No.: 4928 PATENT

ASSIGNMENT

WHEREAS, TRACE CAWLEY AND DOUG PAYNE, (herein referred to as "ASSIGNORS") have invented certain new and useful improvements in an invention entitled:

MINIMALLY INVASIVE SURGERY PEDICLE SCREW SYSTEM

for which U.S. Patent Application No. $\frac{12}{572}$, 618 was filed on $\frac{10}{02}$

WHEREAS, U.S. SPINE, INC., 3600 FAU Blvd., Suite 101, Boca Raton, Florida 33431 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title, and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, transfer and assign to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNORS in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

[Signature Page Follows]

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PATENT

Attorney Docket No.: 4928

IN WITNESS WHEREOF, we have hereunto set hand and signed on the date indicated below:

Full Name of Joint/Second Inventor; DOUG PAYNE

Inventor's Signature: Date: 10/6/09