

Form PTO-1595 (Rev. 09/04)
OMB No. 0551-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
PAUL W. PAVLOV (09/12/1994), CHARLES J. WINSLOW (09/12/1994), KIRK JAYNE (09/12/1994), AND HENRY A. KLYCE (09/12/1994)

Execution Date(s): in parentheses after inventor name
Additional name(s) of conveying party(ies) attached? Yes No

- 3. Nature of Conveyance:**
- Assignment
 - Security Agreement
 - Government Interest Assignment
 - Executive Order 9424, Confirmatory License
 - Other
 - Merger
 - Change of Name

2. Name and address of receiving party(ies)

Name: SURGICAL DYNAMICS, INC.
 Internal Address: _____
 Street Address: _____
 2575 STANWELL DRIVE
 City: CONCORD
 State: CALIFORNIA
 Country: United States of America Zip: _____
 Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) _____
 B. Patent No.(s) 7,608,105
 Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kevin M. Kocun
LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. DKL: SPINE 3.0-1752 FWC CONT
CONT CONT

Street Address: 600 South Avenue West

City: Westfield
 State: NJ Zip: 07090
 Phone Number: (908) 518-6383
 Fax Number: (908) 654-0415
 Email Address: kkocun@ldlkm.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 12-1095
 Authorized User Name Kevin M. Kocun

9. Signature:

 November 12, 2009
 Signature Date
Kevin M. Kocun - 54,230
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

CH \$40.00 121095 7608105

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Paul W. Pavlov, M.D. (2) Charles J. Winslow

(3) Kirk Jayne (4) Henry A. Klyce

(hereinafter termed "Inventors"), residents of

(1) The Netherlands (2) U.S.A.

(3) U.S.A. (4) U.S.A.

respectively, Cities of

(1) Nijmegen (2) Walnut Creek

(3) Alameda (4) Piedmont

respectively, Counties of

(1) The Netherlands (2) Contra Costa

(3) Alameda (4) Alameda

respectively, States of

(1) The Netherlands (2) California

(3) California (4) California

respectively, have invented certain new and useful improvements in:

CONICALLY-SHAPED ANTERIOR FUSION
CAGE AND METHOD OF IMPLANTATION

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the

(1) 12th day of Sept., 1994; (2) _____ day of _____ 1994;

(3) _____ day of _____ 1994 (4) _____ day of _____ 1994

respectively;

Or

_____ Said application having SC/Serial Number ___/___, ___ and filed on the _____ day of _____, 1994

WHEREAS Surgical Dynamics, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 2575 Stanwell Drive, Concord, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all 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 to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for 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 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 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 and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

(1) *[Signature]*
Paul W. Pavlov, M.D.

State of The Netherlands)
County of The Netherlands)

On September 12, 1994 before me, F.B.J. van Overbeek, Notary (name and title of officer) personally appeared Paul W. Pavlov, M.D., personally known to me (or 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.

WITNESS my hand and official seal.

Signature *[Signature]*



(2) _____
Charles J. Winslow

State of _____)
County of _____)

On _____ before me, _____,
(name and title of officer)
personally appeared _____, personally known
to me (or 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.

WITNESS my hand and official seal.

Signature _____

(3) _____
Kirk Jayne

State of _____)
County of _____)

On _____ before me, _____,
(name and title of officer)
personally appeared _____, personally known
to me (or 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.

WITNESS my hand and official seal.

Signature _____

(4) _____
Henry A. Klyce

State of _____)

County of _____)

On _____ before me, _____,
(name and title of officer)
personally appeared _____, personally known
to me (or 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.

WITNESS my hand and official seal.

Signature _____

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- (2) Charles J. Winslow
- (3) Kirk Jayne
- (4) Henry A. Klyce

(hereinafter termed "Inventors"), residents of

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- (2) U.S.A.
- (3) U.S.A.
- (4) U.S.A.

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- (1) Nijmegen
- (2) Walnut Creek
- (3) Alameda
- (4) Piedmont

respectively, Counties of

- (1) The Netherlands
- (2) Contra Costa
- (3) Alameda
- (4) Alameda

respectively, States of

- (1) The Netherlands
- (2) California
- (3) California
- (4) California

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X On the

- (1) ___ day of _____ 1994;
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- (3) 12th day of Sept., 1994
- (4) 12th day of Sept., 1994

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___ Said application having SC/Serial Number ___/___, ___ and filed on the ___ day of _____, 1994

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1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for 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 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

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

(1) _____
Paul W. Pavlov, M.D.

State of _____)
County of _____)

On _____ before me, _____,
(name and title of officer)
personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

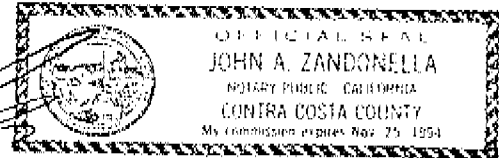
(2) Charles J. Winslow
Charles J. Winslow

State of California)
County of Contra Costa)

On September 12, 1994 before me, JOHN A. ZANDONELLA,
(name and title of officer)
personally appeared CHARLES J. WINSLOW, personally known
to me (or 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.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
JOHN A. ZANDONELLA



(3) Kirk Jayne
Kirk Jayne

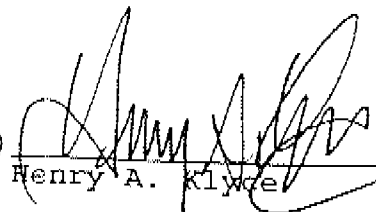
State of CALIFORNIA)
County of CONTRA COSTA)

On September 12, 1994 before me, JOHN A. ZANDONELLA,
(name and title of officer)
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to me (or proved to me on the basis of satisfactory evidence) to
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instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
JOHN A. ZANDONELLA

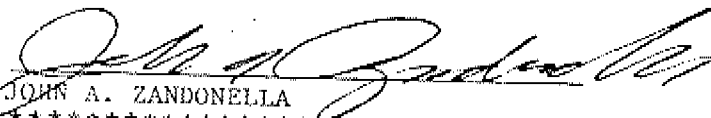


(4) 
Henry A. Klyce

State of California)
County of Contra Costa)

On September 12, 1994 before me, JOHN A. ZANDONELLA,
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the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature 
JOHN A. ZANDONELLA

