

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| David Chow | 08/16/2002 |
| RECEIVING PARTY DATA | |
| Name: | Osteotech, Inc. |
| Street Address: | 51 James Way |
| City: | Eatontown |
| State/Country: | NEW JERSEY |
| Postal Code: | 07724 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10520794 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)340-2868 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 612-340-2600 |
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| Correspondent Name: | DORSEY & WHITNEY LLP |
| Address Line 1: | 50 South Sixth Street |
| Address Line 2: | Suite 1500 |
| Address Line 4: | Minneapolis, MINNESOTA 55402 |
| ATTORNEY DOCKET NUMBER: | 189512/US/2 |
| NAME OF SUBMITTER: | Julie Wang |
| Total Attachments: 1 source=189512US2assignment#page1.tif | |

CH \$40.00 10520794

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, David Chow, residing in Edison, New Jersey, and Erik Martz, residing in Howell, New Jersey, hereby sells, assigns and transfers to Osteotech, Inc. ("Assignee"), having a place of business at 51 James Way, Eatontown, New Jersey, a Delaware corporation, its successors, assigns and legal representatives, his entire right, title and interest for the United States and all other countries, in and to the improvements(s) known as: United States Application Serial No. 60/397232, filed July 19, 2002, and/or executed on even date herewith and is entitled:

CHISELS AND PROCEDURE FOR INSERTION OF SPINAL IMPLANT IN A SPINAL DISC SPACE

and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all other countries on any of said improvements, and in and to all original, re-examined and reissued patents and extensions thereof which have been or shall be issued in the United States and all other countries on said improvements (hereinafter collectively, the "Improvements").

The undersigned further agrees that said Assignee may apply for and receive Letters Patent for said Improvements in its own name; and, when requested, without charge to but at the expense of Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on all such Improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives all facts known to the undersigned relating to said Improvements and the history thereof, and do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said Improvements and for vesting title to said Improvements and all applications for patent and all patents on said improvements in Assignee, its successors, assigns and representatives.

The undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

The undersigned hereby grants power to John N. Bain (Reg. No. 18,651); John G. Gilfillan, III (Reg. No. 22,746); Elliot M. Olstein (Reg. No. 24,025); Raymond J. Lillie (Reg. No. 31,778); William Squire (Reg. No. 25,378); Alan J. Grant (Reg. No. 33,389); Francis C. Hand (Reg. No. 22,280); G. Glennon Troublefield (Reg. No. 39050); and Raymond E. Stauffer (Reg. No. 47,109) 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. Address correspondence and telephone calls to William Squire, c/o Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 6 Becker Farm Road, Roseland, New Jersey 07068.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

Inventor's Signature: David Chow Date: 8/16/02
David Chow

STATE OF NJ, COUNTY OF Mon: SS.:

Before me this 16 day of August, 2002, personally appeared the above named individual(s), to me known to be the person(s) who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purpose therein expressed.

Linda Manning Savoca
Notary Public

LINDA MANNING SAVOCA
Notary Public Of New Jersey
No. 2102632, Ocean County
Commission Expires July 27, 2007

Inventor's Signature: Erik Martz Date: 8-16-02
Erik Martz

STATE OF NJ, COUNTY OF Mon: SS.:

Before me this 16 day of Aug, 2002, personally appeared the above named individual(s), to me known to be the person(s) who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purpose therein expressed.

Linda Manning Savoca
Notary Public

LINDA MANNING SAVOCA
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No. 2102632, Ocean County
Commission Expires July 27, 2007

CARELLA, BYRNE, BAIN, GILFILLAN, CECCHI, STEWART & OLSTEIN
6 Becker Farm Road - Roseland, NJ 07068 - (973) 994-1700

Docket No. 525400-270
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RECORDED: 11/23/2009

PATENT
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