

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Clark Hutton	01/08/2010
Ketchen Smith	01/11/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Alphatec Spine, Inc.
Street Address:	5818 El Camino Real
Internal Address:	Attention: Michael R. Shevlin
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11820312
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	760-494-6835
Email:	ip@alphatecspine.com
Correspondent Name:	Alphatec Spine, Inc.
Address Line 1:	5818 El Camino Real
Address Line 2:	Attention: Michael R. Shevlin
Address Line 4:	Carlsbad, CALIFORNIA 92008
ATTORNEY DOCKET NUMBER:	26786-536
NAME OF SUBMITTER:	Michael R. Shevlin
Total Attachments: 2 source=536_Assignment#page1.tif	

OP \$40.00 11820312

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**PATENT**  
**REEL: 023760 FRAME: 0178**



## ASSIGNMENT

We, **Clark Hutton**, a citizen of the United States of America, residing at 311 Acebo Lane, Unit B, San Clemente, California 92672 and **Ketchen Smith**, a citizen of the United States of America, residing at 425 E. 5th Avenue, Escondido, California 92025, hereinafter collectively referred to as the ASSIGNORS, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign and transfer to **Alphatec Spine, Inc., with offices at 5818 El Camino Real, Carlsbad, California**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in United States Patent application entitled:

### SYSTEMS AND METHODS FOR MANIPULATING AND/OR INSTALLING A PEDICLE SCREW

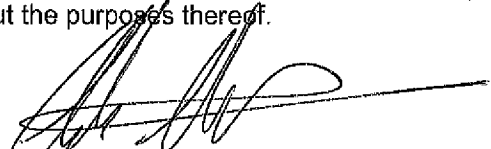
filed with the U. S. Patent and Trademark Office on **June 18, 2007** and assigned Serial No. **11/820,312**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions of such applications and any substitute applications therefore; including any utility applications claiming benefit thereof and any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions of such utility applications and any substitute applications claiming benefit thereof and any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions of such utility applications and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue on any utility application claiming benefit of said patent application in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patents in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

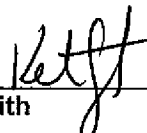
We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and designs, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on Letters Patent issuing on said inventions and/or designs and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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

  
\_\_\_\_\_  
Clark Hutton

9/8/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ketchen Smith

1/11/10  
\_\_\_\_\_  
Date