

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Christopher U Phan</td> <td>01/07/2010</td> </tr> <tr> <td>Lauren I Lyons</td> <td>10/31/2008</td> </tr> </tbody> </table>		Name	Execution Date	Christopher U Phan	01/07/2010	Lauren I Lyons	10/31/2008				
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Kyphon SARL</td> </tr> <tr> <td>Street Address:</td> <td>Pierre-a-Bot 97</td> </tr> <tr> <td>City:</td> <td>Neuchatel</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Postal Code:</td> <td>2000</td> </tr> </table>		Name:	Kyphon SARL	Street Address:	Pierre-a-Bot 97	City:	Neuchatel	State/Country:	SWITZERLAND	Postal Code:	2000
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PROPERTY NUMBERS Total: 1											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12687074</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12687074						
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CORRESPONDENCE DATA											
<p>Fax Number: (901)399-3040</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 901-396-3133</p> <p>Email: memipdocketing@medtronic.com</p> <p>Correspondent Name: MEDTRONIC Attn: Eric M. Lee</p> <p>Address Line 1: 2600 Sofamor Danek Drive</p> <p>Address Line 4: MEMPHIS, TENNESSEE 38132</p>											
ATTORNEY DOCKET NUMBER:	P0035714.00										
NAME OF SUBMITTER:	Eric M. Lee										
<p>Total Attachments: 7</p> <p>source=Assignment_P0035714_00#page1.tif</p> <p>source=Assignment_P0035714_00#page2.tif</p> <p>source=Assignment_P0035714_00#page3.tif</p>											

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A S S I G N M E N T

WHEREAS,

- | | | |
|-----|---------------------|--|
| (1) | Lauren I. Lyons | of the City of San Francisco
State of California, USA |
| (2) | Christopher U. Phan | of the City of San Leandro
State of California, USA |

has invented certain improvements in

DYNAMIC INTERSPINOUS PROCESS DEVICE

for which we have executed an application for Letters Patent of the United States of America,

 X of even date herewith; and

 filed on (insert date) and assigned application number (insert application number; and

WHEREAS, we hereby authorize and request the attorneys of Assignee, Kyphon SÀRL of Pierre-à-Bot 97, 2000 Neuchatel, Switzerland, to insert the filing date and application number of the application when known; and

WHEREAS, Kyphon SÀRL (Assignee), a limited liability company organized and existing under the laws of Switzerland, having its principal office and place of business at Pierre-à-Bot 97, 2000 Neuchatel, Switzerland, is desirous of obtaining the entire right, title, and interest in, to and under the invention and the application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the invention, and the application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for the invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications for which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for the invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name:
Address:

Lauren I. Lyons
945 Greenwich St., San Francisco, CA, 94133, USA

Dated: _____

Lauren I. Lyons
Inventor Signature

State of _____ }
County of _____ } ss

On _____ before me, _____, Notary Public, personally appeared Lauren I. Lyons, 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 _____ that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Notary Signature _____

Inventor Name:
Address:

Christopher U. Phan
16251 Miramar Place, San Leandro, CA, 94578, USA

Dated: JAN 7, 2010



Christopher U. Phan
Inventor Signature

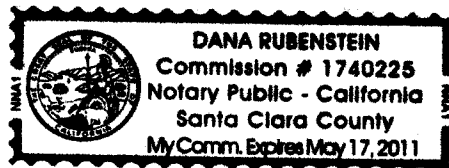
State of California }
County of Santa Clara } ss

On Jan 7, 2010 before me, Dana Rubenstein, Notary Public, personally appeared Christopher U. Phan, 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.

Notary Signature 





CALIFORNIA EMPLOYEE AGREEMENT

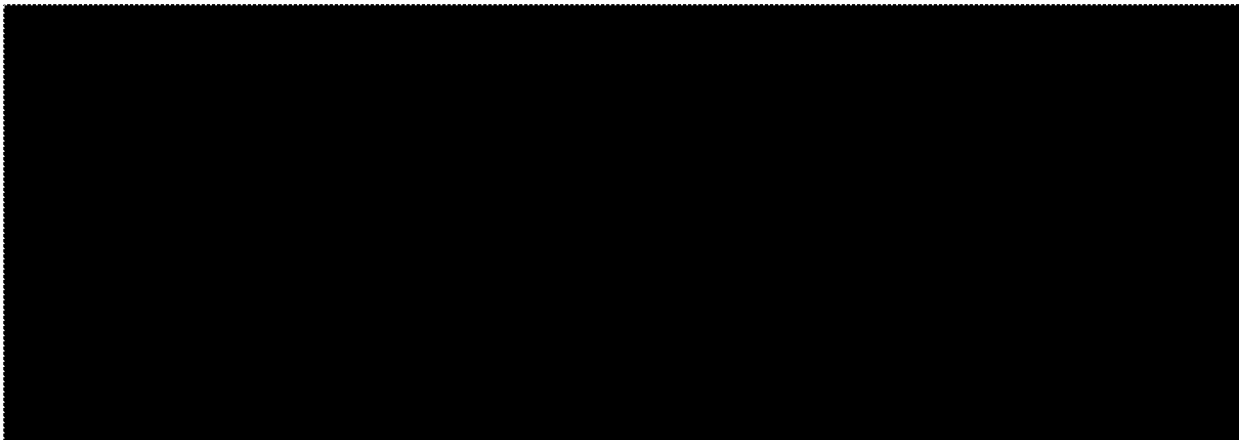
INTRODUCTION

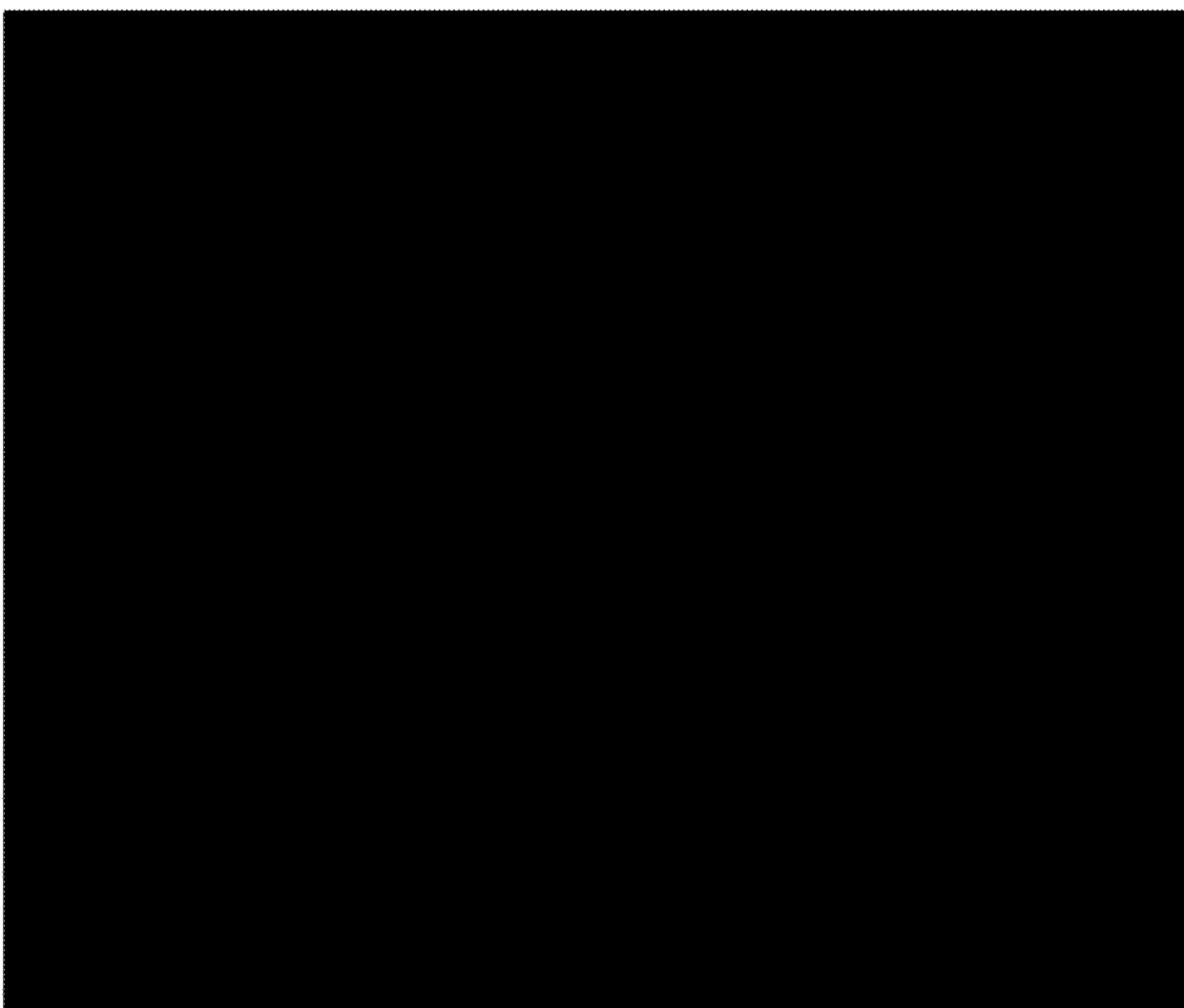
Medtronic and the undersigned Employee recognize it is important that Medtronic protect its rights with respect to its confidential business and product information, inventions, and customer relationships without unduly impairing the Employee's ability to pursue his/her profession. Medtronic and the Employee also recognize that Medtronic provides valuable training to Employee, entrusts Employee with confidential information, business and customer relationships and goodwill, and compensates Employee to support, develop, administer, maintain, and/or sell Medtronic products.

Accordingly, Employee enters into this Agreement in consideration for the following: (i) Medtronic's offer of employment or continuing employment and the benefits associated with that employment; (ii) Medtronic's promise of granting Employee access to confidential information necessary to perform Employee's duties; (iii) Medtronic's actual grant to Employee of access to confidential information necessary to perform the Employee's duties; (iv) Medtronic's obligations to the Employee contained in this Agreement; (v) or other consideration which the Employee acknowledges was received and was sufficient consideration for the promises in this Agreement.

SECTION 1: DEFINITIONS

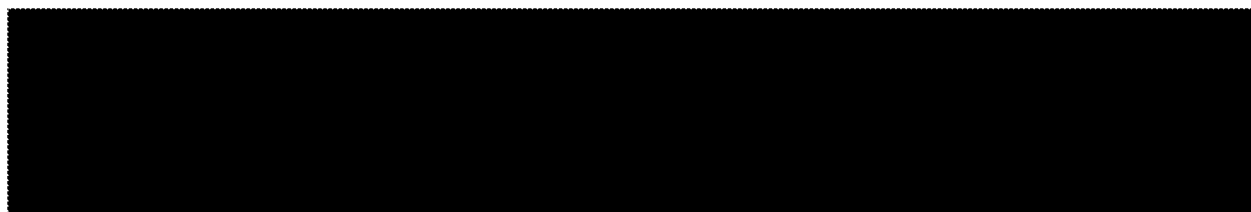
PLEASE NOTE: Terms that are CAPITALIZED have the following defined meaning whenever used in this Agreement:





1.5 INVENTION(S) means any and all inventions, discoveries, ideas, processes, writings, works of authorship, designs, developments and improvements, whether or not protectible under the applicable patent, trademark or copyright statutes, generated, conceived or reduced to practice by the Employee, alone or in conjunction with others, while employed by MEDTRONIC.

1.6 MEDTRONIC means Medtronic, Inc., a Minnesota corporation with its principal place of business in the State of Minnesota, and all of its parents, subsidiaries or affiliated corporations, and their successors and assigns, that exist or may exist during all or any portion of the time this Agreement is in effect.








SECTION 5: INVENTIONS



5.2 Ownership, Assignment and Recordkeeping. All INVENTIONS shall be the exclusive property of MEDTRONIC. Employee hereby assigns all INVENTIONS to MEDTRONIC.



5.4 Attorney-in-Fact. Employee irrevocably designates and appoints MEDTRONIC and its duly authorized officers and agents as attorney-in-fact to act for and in Employee's behalf and stead to execute and file any lawful and necessary documents, and to do all other lawfully permitted acts, required for the assignment of, application for, or prosecution of any United States or foreign application for letters patent, copyright or trademark with the same legal force and effect as if executed by Employee.



[REDACTED]

This Agreement becomes binding and effective on MEDTRONIC and Employee upon signature by Employee.

Date: 10-31-08

Lauren Lyons
Employee Name (please print)

Lauren Lyons
Employee Signature