

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<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>Michael P. Barnhouse</td> <td>01/28/2010</td> </tr> <tr> <td>Scott Hill</td> <td>01/28/2010</td> </tr> </tbody> </table>		Name	Execution Date	Michael P. Barnhouse	01/28/2010	Scott Hill	01/28/2010				
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<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>TranS1 Inc.</td> </tr> <tr> <td><b>Street Address:</b></td> <td>301 Government Center Dr.</td> </tr> <tr> <td><b>City:</b></td> <td>Wilmington</td> </tr> <tr> <td><b>State/Country:</b></td> <td>NORTH CAROLINA</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>28403</td> </tr> </table>		<b>Name:</b>	TranS1 Inc.	<b>Street Address:</b>	301 Government Center Dr.	<b>City:</b>	Wilmington	<b>State/Country:</b>	NORTH CAROLINA	<b>Postal Code:</b>	28403
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<b>Application Number:</b>	12692159										
<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (818)332-9948</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 919-313-6160</p> <p>Email: <a href="mailto:bss@eclipsegrp.com">bss@eclipsegrp.com</a></p> <p>Correspondent Name: Eclipse Group LLP</p> <p>Address Line 1: 10605 Balboa Blvd., Suite 300</p> <p>Address Line 4: Granada Hills, CALIFORNIA 91344</p>											
<b>ATTORNEY DOCKET NUMBER:</b>	T109003USU										
<b>NAME OF SUBMITTER:</b>	Bonnie S. Sheridan										
<p><b>Total Attachments: 3</b></p> <p>source=T109003USU-Executed_Assignment#page1.tif</p> <p>source=T109003USU-Executed_Assignment#page2.tif</p> <p>source=T109003USU-Executed_Assignment#page3.tif</p>											

OP \$40.00 12692159

**501089987**

**PATENT**  
**REEL: 023921 FRAME: 0029**

**ASSIGNMENT OF RIGHTS**

WHEREAS, Michael P. Barnhouse, an individual residing at 1308 Legacy Lane, Wilmington, NC 28411, United States of America; and Scott Hill, an individual residing at 304 Park Avenue Ext., Southport, NC 28461, United States of America; (collectively "ASSIGNORS") contributed to and may be an inventor of the one or more new and useful improvements described in a United States Patent Application Serial Number 12/692,159, Docket No. T109003USU, filed on or about January 22, 2010 with the title:

**ABRADING TOOL FOR PREPARING INTERVERTEBRAL DISC SPACES**

WHEREAS, Trans1 Inc. of 411 Landmark Dr., Wilmington, NC 28412 (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration provided to each ASSIGNOR through either employment or a consulting relationship, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, and to all ASSIGNOR's copyrights in the above-identified application(s), including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, one or more non-provisional applications which include subject matter in the application(s) identified above including applications which do not claim priority to the application(s) identified above, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

and the right of to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

Each ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademarks Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Each ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of the ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

Each ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

Each ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

Each ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

Each ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

1/23/10  
Date

Michael P. Barnhouse  
Michael P. Barnhouse

State of North Carolina )

) ss:

County of New Hanover )

On this 28<sup>th</sup> day of January, 2010, before the undersigned, a Notary Public for the State aforesaid, personally appeared Michael P. Barnhouse, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Rachel L. Lloyd  
NOTARY  
PUBLIC  
RACHEL L. LLOYD  
NEW HANOVER COUNTY, NC

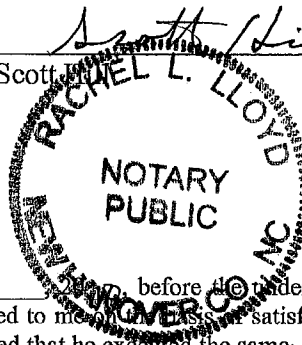
, Notary Public

My Commission Expires on 6/16/2010

Date 1/28/10

Scott Hill  
Scott Hill

State of North Carolina )  
County of New Hanover ) ss:



On this 28th day of January, 2010, before me undersigned, a Notary Public for the State aforesaid, personally appeared Scott Hill, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Rachel L. Lloyd  
\_\_\_\_\_, Notary Public

My Commission Expires on 6/16/2010.