

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

| SUBMISSION TYPE:   | NEW ASSIGNMENT                        |               |                          |                     |                                       |                 |            |                    |            |                  |            |
|--|---------------------------------------|---------------|--------------------------|---------------------|---------------------------------------|-----------------|------------|--------------------|------------|------------------|------------|
| NATURE OF CONVEYANCE:  | 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>Anton E. Bowden</td> <td>05/03/2010</td> </tr> <tr> <td>Larry L. Howell</td> <td>05/03/2010</td> </tr> <tr> <td>Peter A. Halverson</td> <td>05/03/2010</td> </tr> <tr> <td>Eric M. Stratton</td> <td>05/03/2010</td> </tr> </tbody> </table> |                                       | Name          | Execution Date           | Anton E. Bowden     | 05/03/2010                            | Larry L. Howell | 05/03/2010 | Peter A. Halverson | 05/03/2010 | Eric M. Stratton | 05/03/2010 |
| Name   | Execution Date                        |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Anton E. Bowden  | 05/03/2010                            |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Larry L. Howell  | 05/03/2010                            |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Peter A. Halverson   | 05/03/2010                            |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Eric M. Stratton   | 05/03/2010                            |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <b>RECEIVING PARTY DATA</b>  |                                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Brigham Young University</td> </tr> <tr> <td>Street Address:</td> <td>Technology Transfer Office, 3760 HBLL</td> </tr> <tr> <td>City:</td> <td>Provo</td> </tr> <tr> <td>State/Country:</td> <td>UTAH</td> </tr> <tr> <td>Postal Code:</td> <td>84602</td> </tr> </table>   |                                       | Name:         | Brigham Young University | Street Address:     | Technology Transfer Office, 3760 HBLL | City:           | Provo      | State/Country:     | UTAH       | Postal Code:     | 84602      |
| Name:  | Brigham Young University              |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Street Address:  | Technology Transfer Office, 3760 HBLL |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| City:  | Provo                                 |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| State/Country:   | UTAH                                  |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Postal Code:   | 84602                                 |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12709240</td> </tr> </tbody> </table>  |                                       | Property Type | Number                   | Application Number: | 12709240                              |                 |            |                    |            |                  |            |
| Property Type  | Number                                |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| Application Number:  | 12709240                              |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <b>CORRESPONDENCE DATA</b>   |                                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <p>Fax Number: (801)566-0750<br/> <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 801-566-6633<br/>       Email: howlett@tnw.com<br/>       Correspondent Name: Jones/THORPE NORTH &amp; WESTERN, LLP.<br/>       Address Line 1: P.O. Box 1219<br/>       Address Line 4: SANDY, UTAH 84091-1219</p>   |                                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| ATTORNEY DOCKET NUMBER:  | 00097-32559.NP1                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| NAME OF SUBMITTER:   | Jason R. Jones                        |               |                          |                     |                                       |                 |            |                    |            |                  |            |
| <p>Total Attachments: 4<br/>         source=32559np1Assign#page1.tif</p>   |                                       |               |                          |                     |                                       |                 |            |                    |            |                  |            |

OP \$40.00 12709240

**501167944**

**PATENT**  
**REEL: 024340 FRAME: 0951**

source=32559np1Assign#page2.tif  
source=32559np1Assign#page3.tif  
source=32559np1Assign#page4.tif

WHEN RECORDED RETURN TO:

Jason R. Jones  
Thorpe North & Western, LLP  
P.O. Box 1219  
Sandy, UT 84091-1219

Docket No. 00097-32559.NP1

## ASSIGNMENT

WHEREAS, we, Anton E. Bowden (resident of the State of UT, whose postal mailing address is 1062 East 100 South, Lindon, UT 84042), Larry L. Howell (resident of the State of UT, whose postal mailing address is 1624 North Main, Orem, UT 84057), Peter A. Halverson (resident of the State of UT, whose postal mailing address is 225 South 600 East, Apt. #B, Alpine, UT 84004) and Eric M. Stratton (resident of the State of UT, whose postal mailing address is 1271 Aspen Ave., Provo, UT 84604) (hereinafter "Assignors") have invented a certain new and useful improvement in a **COMPLIANT DYNAMIC SPINAL IMPLANT AND ASSOCIATED METHODS** for which an application for United States Letters Patent was filed on February 19, 2010 as THORPE NORTH & WESTERN, LLP Docket No. 00097-32559.NP1, and given U.S. Patent Application Serial No. 12/709,240; and

WHEREAS, Brigham Young University, a nonprofit organization and a university of higher education, organized and existing under the laws of the State of Utah, having a business address of Technology Transfer Office, 3760 HBLL, Provo, UT 84602, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.


We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives of Assignor and Assignee.

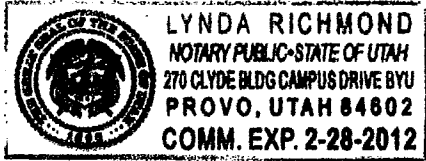
Assignment of US Patent Application  
Atty Docket No: 00097-32559.NP1  
Page 3 of 4

Executed this 3 day of May, 2010 at Provo, Utah  
 \_\_\_\_\_ (place)

  
Anton E. Bowden


STATE OF Utah )  
 ) ss  
County of Utah )

Before me personally appeared Anton E. Bowden and acknowledged the foregoing instrument to be his free act and deed this 3 day of May, 2010.



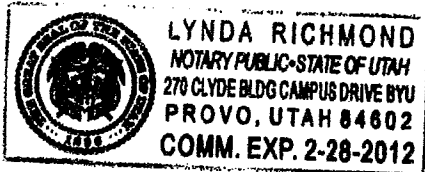
Notary Public

Executed this 3 day of May, 2010 at Provo, Utah  
(place)

  
Larry L. Howell

STATE OF Utah )  
County of Utah ) : ss

Before me personally appeared Larry L. Howell and acknowledged the foregoing instrument to be his free act and deed this 3 day of May, 2010.



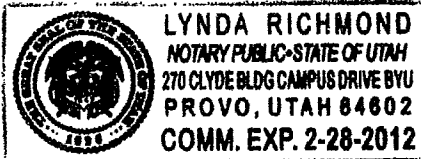
Suzanne Beckman  
Notary Public

Executed this 3 day of May, 2010 at Provo, UT  
(place)

Peter A. Halverson  
Peter A. Halverson

STATE OF Utah )  
County of Utah ) : ss

Before me personally appeared Peter A. Halverson and acknowledged the foregoing instrument to be his free act and deed this 3 day of May, 2010.



Lynda Richmond  
Notary Public

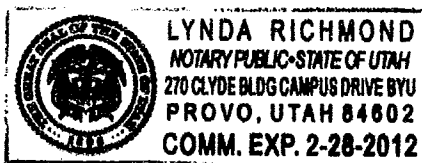
\*\*\*\*\*

Executed this 3 day of May, 2010 at Provo, UT  
(place)

Eric M. Stratton  
Eric M. Stratton

STATE OF Utah )  
County of Utah ) : ss

Before me personally appeared Eric M. Stratton and acknowledged the foregoing instrument to be his free act and deed this 3 day of May, 2010.



Lynda Richmond  
Notary Public