

09-07-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Robert J. Jones
Christopher Chaput

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 3/9/07; 3/8/07

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: SpineSmith Partners, L.P.

Internal Address: _____

Street Address: 93 Red River St.

City: Austin

State: TX

Country: USA Zip 78701

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

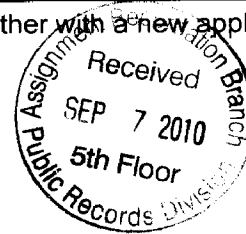
☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/684,611

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No



5. Name and address to whom correspondence concerning document should be mailed:

Name: O'Keefe, Egan, Peterman & Enders, LLP

Internal Address: _____

Street Address: 1101 S. Capital of Texas Highway #C200

City: Austin

State: TX Zip 78746

Phone Number: (512) 347-1611

Fax Number: (512) 347-1615

Email Address: bokeefe@epelaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 10-1205

Authorized User Name: SPSM:006

9. Signature:

Robert M. O'Keefe

Signature

8/31/10

Date

Robert M. O'Keefe
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Subject: Artificial Disc with Unique Articulating Geometry and Associated Methods
Artificial Disc with Post and Modular Collar
Surgical Implant Secured by Pegs and Associated Methods

Outside Party: Christopher Chaput



This Agreement ("Agreement") is made and entered into on March 9, 2007, by and between SpineSmith Partners, L.P., ("SSP") and the entity identified on the signature page of this document. Both parties shall sign the signature page of this document and initial each page of this document.

PURPOSE

This document's purpose is to willfully and knowingly assign all *Intellectual Property Rights* regarding a known specific device or potential device from disclosing party to Spine Smith Partners, L.P.

DEFINITIONS

1: "*Intellectual Property Rights*": rights in inventions made, conceived or reduced to practice, patents, patent applications (including any divisions, continuations and reissues of same), copyrights, moral rights, author's rights, rights of publicity, trademarks and service marks (common law, registered or pending), trade names, trade secrets, know how, and licensing rights or any other proprietary or *Intellectual Property Rights* under the laws of any jurisdiction now existing or hereafter arising.

2: "*Assignor*": party relinquishing *Intellectual Property Rights* to Spine Smith Partners, L.P., including all employees, officers, directors and contractors acting on its behalf.

3: "*Assignee*": party assuming *Intellectual Property Rights*- for any and all agreements- Spine Smith Partners, L.P.

4: "*Materials*" means all memoranda, notes, designs, prototypes, models, records, drawings, manuals, data, disks or other documents and media (including all copies, extracts and summaries thereof) pertaining to the Device.

ASSIGNMENT

1: FOR VALUE RECEIVED, Christopher Chaput (*Assignor*), hereby sells, assigns, transfers and/or conveys unto SpineSmith Partners, L.P., its successors, assigns and legal representatives (*Assignee*), the entire right, title and interest, including *Intellectual Property Rights*, for all countries, relating to:

- Artificial Disc with Unique Articulating Geometry and Associated Methods
- Artificial Disc with Post and Modular Collar
- Surgical Implant Secured by Pegs and Associated Methods

(the "Device") including all improvements, changes, and modifications to the Device made by *Assignor* after the date of this Assignment. The *Assignor* transfers, assigns, sells, conveys, and delivers unto the *Assignee* the goodwill of the business of the *Assignor* symbolized by any trademark rights assigned herein. All patent registrations and pending patent applications, including any divisions, continuations, and reissues thereof, all copyright filings and registrations, and all trademarks and service marks (including registrations and pending applications) transferred herein are further identified in Exhibit A hereto.

2: *Assignor* hereby consents that a copy of this assignment shall be deemed a full and formal equivalent of any original of any assignment, consent to file or like document which may be required in any country or region for any purpose.

3: At the time this Assignment is fully executed by both parties, *Assignor* agrees to provide and turn over to

#020-0003 revXX per DCR#XXXX Assignment of Intellectual Property Rights

Initials (Spine Smith Partners, L.P. Representative):

Initials (Outside Party Representative):

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Assignee all *Materials* relating to the Device in his possession or subject to his control, and agrees to turnover to *Assignee* any other *Materials* relating to improvements, changes or modifications to the Device made by *Assignor* after the date of this Assignment.


4: *Assignor* hereby covenants that it has the full legal right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

5: *Assignor* hereby covenants and agrees that it will communicate to said *Assignee* or nominees all facts known to it pertaining to said inventions, and will arrange for its officers and employees to testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said *Assignee* or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.

6: *Assignee* is entitled to file such notices or registrations with the United States Patent and Trademark Office and United States Copyright Office as are necessary to effectuate and perfect this assignment, *Assignor* agrees to sign or execute all such documents.

7: *Assignor* further transfers to *Assignee* all income, royalty, damages, and payments now or hereafter due with respect to the rights assigned herein, and all causes of action for past, present, and future infringement of the rights assigned.

CAC

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TERM AND TERMINATION

Notwithstanding, should Assignee elect not to pursue development of the Device within twelve (12) months of execution of this agreement, this Assignment shall be null and void and Assignor shall assume all rights previously granted to Assignee.

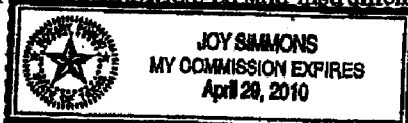
IN WITNESS HEREOF, the parties have caused this Agreement to be executed as set forth below:

Organization:	SPINE SMITH PARTNERS, L.P. PARTNERS, L.P.	ASSIGNEE
Address:	5300 North Lamar Blvd, Suite 107 Austin, Texas 78751	
Representative:	Robert J. Jones	
Title:	Director of Engineering	
Date:	March 9, 2007	

Organization:	Christopher Chaput	ASSIGNOR
Address:	Scott & White Texas A&M Health Science Center 2401 South 31st Street Temple, Texas 76508	
Representative:	Self- Christopher Chaput	
Title:	Medical Doctor	
Date:	March 8, 2007	

STATE OF Texas)
COUNTY OF Tarrant)

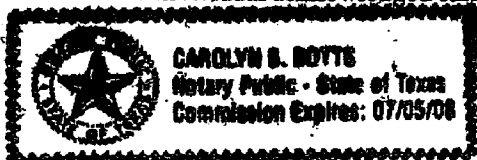
On this 9th day of March, 2007, before me personally came Robert J. Jones, to me known, who being by me duly sworn did depose and say that he is the director of engineering, and that he duly executed the foregoing instrument for and on behalf of Spine Smith Partners, L.P. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.



Joy Simmons
Notary Public
My Commission Expires 4-29-2010

STATE OF Texas)
COUNTY OF Bell)

On this 10th day of April, 2007, before me personally came Christopher D. Chaput to me known, who being by me duly sworn did depose and say that he is the Inventor of the artificial disc, and that he duly executed the foregoing instrument for and on behalf of himself, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.



Carolyn S. Botte
Notary Public
My Commission Expires 07/05/08

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