

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brian W. Donovan	11/08/2010
Bryan A. Click	06/04/2010
RECEIVING PARTY DATA	
Name:	Kyphon SARL
Street Address:	Pierre-a-Bot 97
City:	Neuchatel
State/Country:	SWITZERLAND
Postal Code:	2000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12771812
CORRESPONDENCE DATA	
Fax Number:	(901)399-3040
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-548-3929
Email:	memipdocketing@medtronic.com
Correspondent Name:	John M. Kubodera
Address Line 1:	2600 Sofamor Danek Drive
Address Line 4:	Memphis, TENNESSEE 38132
ATTORNEY DOCKET NUMBER:	P0034706.00
NAME OF SUBMITTER:	John M. Kubodera
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

CH \$40.00 12771812

501354391

PATENT
REEL: 025373 FRAME: 0190

A S S I G N M E N T

WHEREAS,

- | | | |
|-----|------------------|---|
| (1) | Brian W. Donovan | of the City of San Jose
State of California, USA |
| (2) | Bryan A. Click | of the City of Fremont
State of California, USA |

has invented certain improvements in

MULTI-PORT DELIVERY SYSTEM

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

_____ of even date herewith; and

 X filed on **April 30, 2010** and assigned application number **12/771,812**; 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;

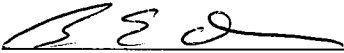
NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal 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: Brian W. Donovan
Address: 1401 Glacier Drive, San Jose, CA, 95118

Dated: November 8, 2010


Brian W. Donovan

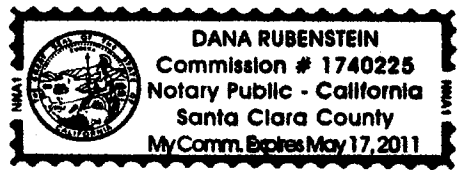
State of California }
County of Santa Clara } ss

On November 8, 2010 before me, Dana Rubenstein, Notary Public, personally appeared Brian W. Donovan, 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 



Inventor Name:
Address:

Bryan A. Click
35605 Beeching Lane, Fremont, CA, 94536, USA

Dated: 6/4/10

Bryan A. Click
Bryan A. Click

State of California }
County of Santa Clara } ss

On June 4, 2010 before me, Dana Rubenstein, Notary Public, personally appeared Bryan A. Click, 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 *Dana Rubenstein*

