

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bao-Khang Ngoc Nguyen	04/16/2008
David P Harding	04/16/2008
RECEIVING PARTY DATA	
Name:	Diamicron
Street Address:	1186 S. 1680 W.
City:	Orem
State/Country:	UTAH
Postal Code:	84058
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12028740
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	3426.DIMC.NP
NAME OF SUBMITTER:	Brett Peterson
Total Attachments: 4 source=3426np-assignment#page1.tif source=3426np-assignment#page2.tif source=3426np-assignment#page3.tif	

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PATENT
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<p style="text-align: center;">ASSIGNMENT</p> <p style="text-align: center;">Page <u>1</u> of <u>4</u></p>	<i>Attorney Docket No.</i>	3426.DIMC.NP
	<i>Inventor(s)</i>	Bao-Khang Ngoc Nguyen et al.
	<i>Assignee</i>	Diamicron, Inc.
	<i>Serial Number</i>	12/028,740
	<i>Filing Date</i>	February 8, 2008

WHEN RECORDED RETURN TO:

BATEMAN IP LAW GROUP
8 East Broadway, Suite 550
P. O. Box 1319
Salt Lake City, Utah 84110

WHEREAS Bao-Khang Ngoc Nguyen and David P. Harding, **resident(s) of Utah**, have invented a certain new and useful improvement in MULTI-LOBE ARTIFICIAL SPINE JOINT, the application for United States Letters Patent which is identified above; and

WHEREAS, Diamicron, a corporation of the State of Utah, having a business address of 1186 S. 1680 W., is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said Bao-Khang Ngoc Nguyen and David P. Harding, by these presents, do sell, assign, and transfer unto said Diamicron, Inc., the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

<p style="text-align: center;">ASSIGNMENT</p> <p style="text-align: center;">Page <u>2</u> of <u>4</u></p>	<i>Attorney Docket No.</i>	3426.DIMC.NP
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	<i>Assignee</i>	Diamicron, Inc.
	<i>Serial Number</i>	12/028,740
	<i>Filing Date</i>	February 8, 2008

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

ASSIGNMENT

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<i>Assignee</i>	Diamicron, Inc.
<i>Serial Number</i>	12/028,740
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The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Diamicron, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its 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.

Executed this 16 day of April, 2008 at Orem, Utah.
(city) (state)

STATE OF Utah)

: ss

County of Utah)

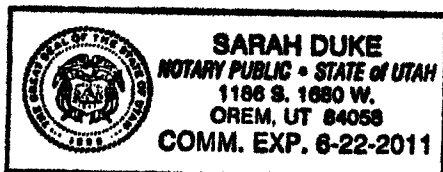
Bao-Khang Ngoc Nguyen
Bao-Khang Ngoc Nguyen

Before me personally appeared Bao-Khang Ngoc Nguyen and acknowledged the foregoing instrument to be his free act and deed this 16th day of April, 2008.

Sarah Duke
Notary Public

Residing at/My commission expires:

(see notary seal)



ASSIGNMENT Page <u>4</u> of <u>4</u>	Attorney Docket No.	3426.DIMC.NP
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	Assignee	Diamicron, Inc.
	Serial Number	12/028,740
	Filing Date	February 8, 2008

Executed this 16th day of April, 2008 at Orem, Utah.
(city) (state)

STATE OF Utah)

: ss

County of Utah)

David P. Harding
David P. Harding

Before me personally appeared David P. Harding and acknowledged the foregoing instrument to be [his/her] free act and deed this 16th day of April, 2008.

Sarah Duke
Notary Public

Residing at/My commission expires:

(see notary seal)

