

**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>	
<b>Name</b>	<b>Execution Date</b>
Moti Altarac	03/03/2006
J. Christopher Flaherty	03/14/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VertiFlex, Inc.
<b>Street Address:</b>	1954 Kellogg Aveune, Suite 100
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12844365
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)359-7198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(206)359-8000
<b>Email:</b>	assignmentconfirmations@perkinscoie.com
<b>Correspondent Name:</b>	Perkins Coie LLP
<b>Address Line 1:</b>	P.O. Box 1247
<b>Address Line 2:</b>	Patent - SEA
<b>Address Line 4:</b>	Seattle, WASHINGTON 98111-1247
<b>ATTORNEY DOCKET NUMBER:</b>	65837-8006US1
<b>NAME OF SUBMITTER:</b>	Nathan J. Koppelman
<b>Total Attachments: 1</b> source=65837-8006US00 Assignment 1 (Inventors to VertiFlex)#page 1.tif	

OP \$40.00 12844365

ASSIGNMENT OF APPLICATION (JOINT)

Atty Docket No. VFLX-006

THIS ASSIGNMENT, by MOTI ALTARAC and J. CHRISTOPHER FLAHERTY (hereinafter referred to as the assignors), residing in Irvine, California, and Topsfield, Massachusetts, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in:

"SYSTEMS AND METHODS FOR POSTERIOR DYNAMIC STABILIZATION OF THE SPINE"

X filed on December 15, 2005 as U.S. Application Serial No. 11/305,820 designating the United States.  
\_\_\_\_\_ for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, VertiFlex, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1954 Kellogg Avenue, Suite 100, Carlsbad, California 92008 (hereinafter referred to as the assignee), is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behalf of said assignee, its successors, legal representatives and assigns.

Date 03 MARCH 06 Name of Inventor Moti Altarac  
MOTI ALTARAC

Date 14 MARCH 06 Name of Inventor Christopher Flaherty  
CHRISTOPHER FLAHERTY