

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brian W. Donovan	01/28/2011
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:	13016884
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	P0040959.00
NAME OF SUBMITTER:	John M. Kubodera
Total Attachments: 2 source=Signed assignment#page1.tif source=Signed assignment#page2.tif	

CH \$40.00 13016884

A S S I G N M E N T

WHEREAS,

Brian W. Donovan

of the City of San Jose
State of California, USA

has invented certain improvements in

INFLATABLE BONE TAMP WITH PREDETERMINED EXTENSIBILITY

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

_____ of even date herewith; and

 X filed on **January 28, 2011** and assigned application number **13/016,884**; and

WHEREAS, I 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, I 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 I 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 I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I 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: Jan. 28, 2011 
Brian W. Donovan

State of California }
County of Santa Clara } ss

On January 28, 2011 before me, L. Navarro, 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 

