

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>David Lee M.D.</td> <td>02/02/2011</td> </tr> <tr> <td>James Payne Jr.</td> <td>02/07/2011</td> </tr> </table>		Name	Execution Date	David Lee M.D.	02/02/2011	James Payne Jr.	02/07/2011						
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James Payne Jr.	02/07/2011												
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Innovative Spinal Design, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1 Lincoln Parkway</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 300</td> </tr> <tr> <td>City:</td> <td>Hattiesburg</td> </tr> <tr> <td>State/Country:</td> <td>MISSISSIPPI</td> </tr> <tr> <td>Postal Code:</td> <td>39402</td> </tr> </table>		Name:	Innovative Spinal Design, LLC	Street Address:	1 Lincoln Parkway	Internal Address:	Suite 300	City:	Hattiesburg	State/Country:	MISSISSIPPI	Postal Code:	39402
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (504)835-2070</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 5048352000</p> <p>Email: BrettNorth@gsnn.us</p> <p>Correspondent Name: Brett A. North</p> <p>Address Line 1: Garvey, Smith, Nehrbass & North, L.L.C.</p> <p>Address Line 2: 3838 N. Causeway Blvd., Suite 3290</p> <p>Address Line 4: Metairie, LOUISIANA 70002</p>													
ATTORNEY DOCKET NUMBER:	A07052US (98781.3)												
NAME OF SUBMITTER:	Brett A. North												

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PATENT
REEL: 025758 FRAME: 0358

Total Attachments: 2

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PATENT

REEL: 025758 FRAME: 0359

ASSIGNMENT TO INNOVATIVE SPINAL DESIGN, LLC

WHEREAS We, David Lee, M.D. and James Payne, Jr., are joint inventors of an invention entitled "ADJUSTABLE SPINE DISTRACTION IMPLANT", for which the following two applications for United States Letters Patent have been filed:

(1) "ADJUSTABLE SPINE DISTRACTION IMPLANT", an application for United States Letters Patent for which has been filed on April 10, 2007, and bearing Serial No. 60/911,003; and

(2) "ADJUSTABLE SPINE DISTRACTION IMPLANT", an application for United States Letters Patent for which has been filed on April 10, 2008, and bearing Serial No. 12/100,718.

WHEREAS, Innovative Spinal Design, LLC (ASSIGNEE), a limited liability company organized and existing under the laws of the State of Mississippi, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$10.00) to us in hand paid by ASSIGNEE and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to ASSIGNEE, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, continuations-in-part, and reissues thereof, to

ASSIGNEE, as assignee of our entire interest, and hereby covenant that we have the 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 further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to ASSIGNEE, its successors, assigns, or other legal representatives and that if ASSIGNEE, its successors, assigns or other legal representatives shall desire to file any divisional, continuation, or continuation-in-part applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to ASSIGNEE, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

2/2/11
Date

2/7/11
Date

DL
David Lee, M.D.

James P. Payne, Jr.
James Payne, Jr.

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