

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jeffrey B. Kleiner	05/16/2012
RECEIVING PARTY DATA	
Name:	Kleiner Intellectual Property, LLC
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12367487
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NAME OF SUBMITTER:	James M. Burke
Total Attachments: 1 source=ASSIGNMENT#page1.tif	

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ASSIGNMENT

WHEREAS, I, Dr. Jeffrey Kleiner of 2681 E. Cedar Ave., Denver, CO 80209 (hereafter "Assignor"), have invented certain new and useful inventions entitled "**Intervertebral Fusion Cage with Removable Veneer and Methods of Use**" for which an application for Letters Patent of the United States has been prepared and filed on February 6, 2008, receiving Serial No. 61/026,608;

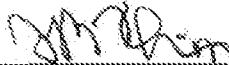
Assignor hereby assigns all rights, title, and interest in and to Assignor's inventions disclosed in U.S. Patent Application Serial No. 61/026,608, entitled "Intervetebral Fusion Cage with Removable Veneer and Methods of Use," *nunc pro tunc*, effective as of February 3, 2012, including the right to sue for past infringement to Kleiner Intellectual Property, LLC, a Colorado Corporation having an address of 2681 E. Cedar Ave., Denver, CO 80209 (hereafter "Assignee"), its successors, legal representatives and assigns, the aforesaid application and the invention described therein for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; Assignor also assign any right, title or interest in and to the invention(s) which has not already been transferred to the Assignee; and Assignor further agree to cooperate with Assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said Assignee.

Assignor acknowledges that by way of a previous agreement, a conditional assignment of U.S. Patent Application Serial No. 61/026,608 was made to NuVasive, Inc. Assignor warrants that due to various conditions not having been satisfied, and through no fault of Assignor, no assignment to NuVasive was or has been effected and, furthermore, at least as of February 3, 2012, Assignor is under no obligation to make any assignment of the invention, application, or patent therefor to any other party.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to Spine Consultants, P.C., its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the party hereto has executed this Assignment as of the date indicated hereunder.

Date: 5/16/12

By: 
Dr. Jeffrey Kleiner