

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Paul Olson</td> <td>08/17/2012</td> </tr> <tr> <td>Don W. Moss</td> <td>07/18/2012</td> </tr> <tr> <td>Nicholas Staten</td> <td>07/17/2012</td> </tr> </tbody> </table>		Name	Execution Date	Paul Olson	08/17/2012	Don W. Moss	07/18/2012	Nicholas Staten	07/17/2012		
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<table border="1"> <tr> <td>Name:</td> <td>KYPHA, INC.</td> </tr> <tr> <td>Street Address:</td> <td>4320 Forest Park Avenue, #303</td> </tr> <tr> <td>City:</td> <td>St. Louis</td> </tr> <tr> <td>State/Country:</td> <td>MONTANA</td> </tr> <tr> <td>Postal Code:</td> <td>63108</td> </tr> </table>		Name:	KYPHA, INC.	Street Address:	4320 Forest Park Avenue, #303	City:	St. Louis	State/Country:	MONTANA	Postal Code:	63108
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PROPERTY NUMBERS Total: 1											
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Application Number:	13461709										
CORRESPONDENCE DATA											
Fax Number:	6175025002										
Phone:	617-249-5000										
Email:	patentdocket@choate.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Choate Hall & Stewart LLP										
Address Line 1:	Two International Place										
Address Line 4:	Boston, MASSACHUSETTS 02110										
ATTORNEY DOCKET NUMBER:	2010406-0002										
NAME OF SUBMITTER:	Brian E. Reese										
<p>Total Attachments: 5 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif source=Executed_Assignment#page3.tif source=Executed_Assignment#page4.tif source=Executed_Assignment#page5.tif</p>											

OP \$40.00 13461709

JOINT ASSIGNMENT

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

Inventor Name	City, State Zip
1. Paul OLSON	St. Louis, MO 63103
2. Don W. MOSS	Louisville, KY 40206
3. Nicholas STATEN	Kirkwood, MO 63122

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

DETECTING COMPLEMENT ACTIVATION; and

- prepared for filing in the United States Patent and Trademark Office; or
- identified by United States Application Serial No. **13/461,709** filed in the United States Patent and Trademark Office on **May 1, 2012**; and
- identified by International Patent Application No. **Serial No.** filed on **Filing Date**;
- and
- is also aware of the following priority applications:

Serial No.: 13/287,432; Filed: November 2, 2011

Serial No.: 61/409,297; Filed: November 2, 2010

WHEREAS KYPHA, INC. (hereinafter "ASSIGNEE"), having a usual place of business at **4320 Forest Park Avenue, #303, St. Louis, MO 63108**, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. My sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including to divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application.

Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by me had this sale, assignment and transfer not been made;

AND, I hereby acknowledge that this Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts I know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, I further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, I hereby request the Director of Patents and Trademarks of the United States to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me, and that full right to convey the same as herein expressed is possessed by me.

Paul K Olson

Name: **Paul OLSON**

8/17/2012

Date

Witness Signature:

Zhouning Zhang

Zhouning Zhang

Name (please print):

08/17/2012

Date

Witness Signature:

Paul Olson

Name (please print):

8/17/12

Date

Don Moss

Name: Don W. MOSS

18 JUL 2012

Date

Witness Signature: Mary Infantino

Mary Infantino
Name (please print):

7/18/12

Date

Witness Signature: Ebonee Stephens

Ebonee Stephens
Name (please print):

7/18/12
Date

Nicholas Staten

Name: **Nicholas STATEN**

07/17/2012

Date

Witness Signature:

Zhouning Zhang

Name (please print):

Zhouning Zhang

Witness Signature:

Peter A. Takes

Name (please print): *Peter A. Takes*

07/17/2012

Date

17 July, 2012

Date