# 502155329 12/07/2012

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Glenn R. BUTTERMANN	11/05/2012

# RECEIVING PARTY DATA

Name:	Dynamic Spine, LLC
Street Address:	1725 Park Avenue
City:	Mahtomedi
State/Country:	MINNESOTA
Postal Code:	55155

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	61394274
Application Number:	61353586
PCT Number:	US2011039760
Application Number:	61602380
Application Number:	61442646
PCT Number:	US2012024862
PCT Number:	US2012060239
Application Number:	60935098
PCT Number:	US2008005532
Application Number:	12149403
Application Number:	13028161
PCT Number:	US2012024887
Application Number:	13702854

CORRESPONDENCE DATA

PATENT REEL: 029430 FRAME: 0507

502155329

**Fax Number**: 2026725399

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2026725300

Email: tgoodwin@foley.com
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

ATTORNEY DOCKET NUMBER: 089626 MULTIPLE

NAME OF SUBMITTER: Tracy D. Goodwin

Total Attachments: 3

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> PATENT REEL: 029430 FRAME: 0508

#### WORLDWIDE ASSIGNMENT

WHEREAS Glenn R. Buttermann, of 1725 Park Avenue, Mahtomedi, Minnesota 55155, (hereinafter "Assignor") is the owner of the inventions, patents and patent applications set forth in the attached Schedule.

WHEREAS Dynamic Spine, LLC of 1725 Park Avenue, Mahtomedi, Minnesota 55155 (hereinafter referred to as "Assignee") is desirous of acquiring the full right, title and interest in and to the inventions, patents and patent applications set forth in the attached Schedule; as well as in and to (a) all patents which may issue from the patent applications set forth in the attached Schedule, (b) all divisions, continuations, continuations-in-part, reissues, and extensions of the patents and patent applications set forth in the attached Schedule, (c) any and all claims for damages by way of past, present and future infringements of any of the rights stemming from the inventions, patents and patent applications set forth in the attached Schedule, as well as but not limited to the right to collect damages for infringements occurring from the date of publication of the patent applications set forth in the attached Schedule to the date of issuance of the patents and patent applications set forth in the attached Schedule, with the right, but not the obligation, to sue for and collect such damages for said infringements, and (d) every priority right that is or may be predicated upon or arise from the patents and patent applications set forth in the attached Schedule pursuant to the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor has sold, assigned, transferred and set over. and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to the inventions, patents and patent applications set forth in the attached Schedule, as well as in and to (a) all patents which may issue from the patent applications set forth in the attached Schedule, (b) all divisions, continuations, continuations in part. reissues, and extensions of the patents and patent applications set forth in the attached Schedule, (c) any and all claims for damages by way of past, present and future infringements of any of the rights stemming from the inventions, patents and patent applications set forth in the attached Schedule, as well as but not limited to the right to collect damages for infringements occurring from the date of publication of the patent applications set forth in the attached Schedule to the date of issuance of the patents and patent applications set forth in the attached Schedule, with the right, but not the obligation, to sue for and collect such damages for said infringements, and (d) every priority right that is or may be predicated upon or arise from the patents and patent applications set forth in the attached Schedule pursuant to the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made: the Commissioner of Patents and Trademarks of the United States of America and corresponding officials throughout the world are hereby authorized to transfer the portion of the title indicated to the patents and patent applications set forth in the attached Schedule to said Assignee in accordance herewith; this assignment being under covenant that full power to make the same is had by the Assignor; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to the inventions, patents and patent applications set forth in the attached Schedule as may be requested.

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4819-6849-5121.1

PATENT REEL: 029430 FRAME: 0509 The undersigned hereby grants the firm of FOLEY & LARDNER LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office and other patent offices around the world for recordation of this Assignment.

	Glenn R. Buttermann
Date: ///5/12	By: Mame: Glenn R. Buttermann
Date: 1115112	Witness: Lauru Pam
Date: 11 5 12	Witness: May M Solecly-Stong
State of	**************************************
ss. ) County of Washington	SHARON M. OHLAND  NOTARY PUBLIC  MINNESOTA  MY COMMISSION EXPRES JAN 31, 2017
whose name is subscribed to the fe	Noew bey, 2012, before me, a notary public in and for amed person, who is personally known to me to be the same person to regoing instrument, and he/she acknowledged that he/she signed as his/her free and voluntary act for the uses and purposes therein
•	Sharry M. Olland Notary Public
	My Commission Expires: SAM. 31, 2017
Date: 1/5/12	Dynamic Spine, Inc.  By:  Name: Glenn R. Buttermann  Title:
Date: 11 5 12	Witness: Lauru far
Date: $11/5/12$	Witness: May M Sclecky Stragg
State of	v

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County of Washington)

On this 5 th day of Normber, 2012, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Shum m. Ohland Notary Public My Commission Expires: Jan: 31, 2017

4819-6849-5121.1

**RECORDED: 12/07/2012** 

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**PATENT REEL: 029430 FRAME: 0511**