

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marc I. Malberg	01/22/2013
RECEIVING PARTY DATA	
Name:	ResSpond Spinal Systems
Street Address:	145 Witherspoon Street
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08542
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7318839
Patent Number:	7465317
Application Number:	12206015
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	MAL-20020
NAME OF SUBMITTER:	Robert F. Zielinski
Total Attachments: 2 source=Executed Assignment from Dr. Malberg to ResSpond#page1.tif source=Executed Assignment from Dr. Malberg to ResSpond#page2.tif	

CH 7318839 \$120.00

ASSIGNMENT

WHEREAS, I, **Marc I. Malberg, M.D.**, hereinafter referred to as Assignor, am the inventor of certain inventions and/or improvements for which I have made or will make applications for Letters Patent to the United States, entitled Expandable Spinal Implant including but not limited to U.S. Patent No. 7,318,839 issued January 1, 2008 and granted in Germany as Patent No. 602004023039.1; Spain as Patent No. 1506753; France as Patent No. 1506753 and Great Britain as Patent No. 04016775.1; U.S. Patent No. 7,465,317, issued December 16, 2008 and U.S. Application Serial No. 12/206,015, filed September 8, 2008 (including all national phase entry countries); and all continuations, continuations-in-part, divisional and all foreign equivalents thereof;

WHEREAS, **ResSpond Spinal Systems**, hereinafter referred to as Assignee, of 145 Witherspoon Street, Princeton, New Jersey 08542, is desirous of acquiring the entire right, title and interest in and to the said inventions and/or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said assignor, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file in the name applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

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 further covenant and agree that I will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions and/or improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and I agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors,

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assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND, I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as Assignee of the entire right, title and interest, any and all Letters Patent for said inventions and/or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Date

22 January 2013

Marc I. Malberg, M.D.