PATENT ASSIGNMENT

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SUBMISSION TYPE:			NEW ASSIGNMENT	
NATURE OF CONVEYANCE:			ASSIGNMENT	
CONVEYING PARTY DATA				
N			lame	Execution Date
Amy L. Arthur				03/12/2013
Mojan Goshayeshgar				03/12/2013
RECEIVING PARTY DATA				
Name: Kyphon SARL				
Street Address:	Pierre-a-Bot 97			
City:	Neuchatel			
State/Country:	SWITZERLAND			
Postal Code: 2000				
PROPERTY NUMBERS Total: 1				
Property Type			Number	
Application Number: 13798		137987	707	
CORRESPONDENCE DATA				
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ATTORNEY DOCKET NUMBER:			C00005433.USU1	
NAME OF SUBMITTER:			Noreen C. Johnson	
Signature:			/Noreen C. Johnson/	
Date:			04/02/2013	
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif				

ASSIGNMENT

WHEREAS,

(1) Amy L. Arthur

of the City of Mountain View State of California, USA

(2) Mojan Goshayeshgar

of the City of Atherton State of California, USA

has invented certain improvements in

EXPANDABLE CANNULA AND METHOD OF USE

for which we have executed an application for Letters Patent of the United States of America,

_____of even date herewith; and

____X___filed on 03-13-2013 and assigned application number 13/798,707; and

WHEREAS, we hereby authorize and request the attorneys of Assignee, Kyphon SÀRL of Pierre-à-Bot 97, 2000 Neuchatel, Switzerland, to insert the filing date and application number of the application when known; and

WHEREAS, Kyphon SÀRL (Assignee), a limited liability company organized and existing under the laws of Switzerland, having its principal office and place of business at Pierre-à-Bot 97, 2000 Neuchatel, Switzerland, is desirous of obtaining the entire right, title, and interest in, to and under the invention and the application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the invention, and the application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for the invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications for which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for the invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

Page 1 of 3

PATENT REEL: 030132 FRAME: 0301

AND WE HEREBY further covenant and agree that we will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to me respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce patent protection for the invention in all countries.

Inventor Name: Address:

Dated: 12 MAR 2013

Amy L. Arthur 1335 Montecito Ave. #25 Mountain View, CA 94043

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Amy L. Arthur Inventor Signature

Page 2 of 3

PATENT REEL: 030132 FRAME: 0302

Inventor Name: Address:

Dated: MAR 12, 2013

Mojan Goshayeshgar 61 Parker Ave. Atherton, CA 94027

March

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Mojan Goshayeshgar Inventor Signature

Page 3 of 3

PATENT REEL: 030132 FRAME: 0303

RECORDED: 04/02/2013