

## 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>Toshio Matsumoto</td> <td>05/09/2013</td> </tr> <tr> <td>Yuzo Daigo</td> <td>05/08/2013</td> </tr> <tr> <td>Shinichi Ohmori</td> <td>05/08/2013</td> </tr> <tr> <td>Komei Kato</td> <td>05/10/2013</td> </tr> </tbody> </table>		Name	Execution Date	Toshio Matsumoto	05/09/2013	Yuzo Daigo	05/08/2013	Shinichi Ohmori	05/08/2013	Komei Kato	05/10/2013
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Toshio Matsumoto	05/09/2013										
Yuzo Daigo	05/08/2013										
Shinichi Ohmori	05/08/2013										
Komei Kato	05/10/2013										
RECEIVING PARTY DATA											
Name:	MITSUBISHI MATERIALS CORPORATION										
Street Address:	3-2, Otemachi 1-chome, Chiyoda-ku										
City:	Tokyo										
State/Country:	JAPAN										
Postal Code:	100-8117										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13884357</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13884357						
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CORRESPONDENCE DATA											
Fax Number:	6172274420										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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NAME OF SUBMITTER:	James E. Armstrong, IV										
Signature:	/James E. Armstrong, IV/										

Date:

07/03/2013

**Total Attachments: 6**

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( PCT 08809 )  
( P7x-83-us(PCT) )

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Toshio Matsumoto; Yuzo Daigo; Shinichi Ohmori; and Komei Kato (hereinafter referred to as Assignors), residing at c/o Hoya Corporation, 2-7-5 Naka-Ochiai, Shinjuku-ku, Tokyo 161-8525 JAPAN; c/o Mitsubishi Materials Corporation, High Performance Alloy Products Division, 476 Shimoishido-shimo, Kitamoto-shi, Saitama 364-0023 JAPAN; c/o Mitsubishi Materials Corporation, High Performance Alloy Products Division, 476 Shimoishido-shimo, Kitamoto-shi, Saitama 364-0023 JAPAN; and c/o Mitsubishi Materials Corporation, Saitama Office, 1-297 Kitabukuro-cho, Omiya-ku, Saitama-shi, Saitama 330-8508 JAPAN, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in VERTEBRAL BODY SPACER, set forth in a Patent application for which an International Application was filed on November 9, 2011, PCT/JP2011/075841, designating the United States; and

**WHEREAS**, MITSUBISHI MATERIALS CORPORATION, a corporation organized under and pursuant to the laws of Japan having its principal place of business at 3-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8117 JAPAN (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal

representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS WILDMAN PALMER LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 9. May 2013

Signature: Toshio Matsumoto  
Toshio Matsumoto

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Yuzo Daigo

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Shinichi Ohmori

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Komei Kato

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Toshio Matsumoto

Date: May 8, 2013 Signature: Yuzo Daigo  
Yuzo Daigo

Date: May 8, 2013 Signature: Shinichi Ohmori  
Shinichi Ohmori

Date: May, 10, 2013 Signature: Komei Kato  
Komei Kato