

## PATENT ASSIGNMENT

Electronic Version v1.1

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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>Roy K. Lim</td> <td>09/23/2013</td> </tr> <tr> <td>Kevin T. Foley</td> <td>09/20/2013</td> </tr> </tbody> </table>		Name	Execution Date	Roy K. Lim	09/23/2013	Kevin T. Foley	09/20/2013
Name	Execution Date						
Roy K. Lim	09/23/2013						
Kevin T. Foley	09/20/2013						
RECEIVING PARTY DATA							
Name:	WARSAW ORTHOPEDIC, INC.						
Street Address:	2500 Silveus Crossing						
City:	Warsaw						
State/Country:	INDIANA						
Postal Code:	46581						
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>14034811</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14034811		
Property Type	Number						
Application Number:	14034811						
CORRESPONDENCE DATA							
Fax Number:							
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	847-905-7512						
Email:	medtronic_spinal_docketing@cardinal-ip.com						
Correspondent Name:	Medtronic, Inc. (Spinal)						
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Address Line 2:	Attn: Legal Patents MS: LC340						
Address Line 4:	Minneapolis, MINNESOTA 55432-5604						
ATTORNEY DOCKET NUMBER:	1502-983 CON						
NAME OF SUBMITTER:	Nicole Eliseo-Pinou						
Signature:	/Nicole Eliseo-Pinou/						
Date:	09/24/2013						
Total Attachments: 3 source=1502-983-CON-ASSIGNMENT#page1.tif source=1502-983-CON-ASSIGNMENT#page2.tif source=1502-983-CON-ASSIGNMENT#page3.tif							

OP \$40.00 14034811

# ASSIGNMENT

AS A BELOW NAMED INVENTOR, I, and each of us,

Roy K. Lim of Germantown, TN  
Kevin T. Foley of Germantown, TN

individually hereby declare that: IN CONSIDERATION of the sum of TEN (\$10.00) dollars or the equivalent thereof, and other good and valuable consideration, the receipt of which from the hereinafter named Assignee is hereby acknowledged, I do hereby sell, assign and forever grant and convey unto:

**ASSIGNEE:** WARSAW ORTHOPEDIC, INC  
2500 SILVEUS CROSSING  
WARSAW, INDIANA 46581

Who is my Assignee, and to the successes and assigns of my Assignee, all my right, title and interest, in and for the United States of America and all other countries, including all rights of priority, in and to the invention entitled:

**TITLE:** *EXPANDING INTERBODY IMPLANT AND ARTICULATING INSERTER AND METHOD*

invented by me (if only one inventor is named below) or us (if more than one inventor is named below) and described in an application for a United States patent the specification of which is either attached hereto or otherwise accompanies this Assignment or indicates an Attorney Docket No. \_\_\_\_\_, or is more particularly identified as:

  X   executed on even date herewith, or  
\_\_\_\_\_ Serial No. \_\_\_\_\_ filed in the U.S. Patent & Trademark Office on \_\_\_\_\_;  
or  
\_\_\_\_\_ executed on \_\_\_\_\_

and in and to all United States patents which may be granted thereon and therefore, and in and to all certificates of corrections, divisions, continuations, continuations-in-part, reissued and re-examined patents, and to any extensions thereof, said interest being the entire ownership of the patent when granted, to be held and enjoyed by said WARSAW ORTHOPEDIC, INC., my Assignee, its successors, assigns or other legal representatives, to the full end of the term, terms, or any extension or renewal thereof, for which said patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by me or us if this assignment, sale and conveyance had not been made;

AND I hereby covenant and agree to sign and execute any further documents or instruments which may from time-to-time be either necessary, lawful, proper or requested by the Assignee, in the prosecution of the above-named application or in the preparation and prosecution of any certificate of correction, division, continuation, continuation-in-part, reissue, re-examination, in any amendment, extension, or interference proceeding, whether administrative or judicial, or otherwise, to secure the title hereto in said Assignee;

AND I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Patent or Patents to the Assignee, and I hereby appoint as my, or our attorney, and authorize and request all practitioners associated with Customer Number 62644, to insert on this Assignment any further identification or to complete such identification which may be either necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

And I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I and we have set our hands and seals on the dates written beside my and our respective names:

INVENTOR

Date Signed

  
\_\_\_\_\_  
ROY K. LIM

9-23-13

\_\_\_\_\_  
KEVIN T. FOLEY

\_\_\_\_\_

AND I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Patent or Patents to the Assignee, and I hereby appoint as my, or our attorney, and authorize and request all practitioners associated with Customer Number 62644, to insert on this Assignment any further identification or to complete such identification which may be either necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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INVENTOR

Date Signed

\_\_\_\_\_  
ROY K. LIM

\_\_\_\_\_  
  
KEVIN T. FOLEY

\_\_\_\_\_  
9/20/13