

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3230213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FACET SOLUTIONS, INC.	01/10/2011
FSI ACQUISITION SUB, LLC	01/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GMEDELAWARE 2, LLC
<b>Street Address:</b>	2560 GENERAL ARMISTEAD AVENUE
<b>City:</b>	AUDUBON
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19403
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14534382
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)930-2042
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6109301800
<b>Email:</b>	skyttle@globusmedical.com
<b>Correspondent Name:</b>	GMEDELAWARE 2, LLC
<b>Address Line 1:</b>	2560 GENERAL ARMISTEAD AVENUE
<b>Address Line 2:</b>	2560 GENERAL ARMISTEAD AVENUE
<b>Address Line 4:</b>	AUDUBON, PENNSYLVANIA 19403
<b>ATTORNEY DOCKET NUMBER:</b>	SYN-40797US2
<b>NAME OF SUBMITTER:</b>	SUSAN KYTTLE
<b>SIGNATURE:</b>	/Susan Kyttle/
<b>DATE SIGNED:</b>	02/18/2015
<b>Total Attachments: 98</b>	
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## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated January 10, 2011, is entered into by FSI ACQUISITION SUB, LLC, a Delaware limited liability company (the "*Assignor*"), for the benefit of GMEDELAWARE 2 LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of January 10, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.1 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights which are a part of the Purchased Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed,  
by its duly authorized corporate officer effective this 10<sup>th</sup> day of January, 2011

**ASSIGNOR:**

FSI ACQUISITION SUB, LLC

By: Geoff Pardo  
Name: Geoff Pardo  
Title: President + CEO

**ASSIGNEE:**

GMEDELAWARE 2, LLC

By: \_\_\_\_\_  
Name:  
Title:

**[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]**

STATE OF Massachusetts  
COUNTY OF Middlesex

On this 10<sup>th</sup> day of January, 2011, before me, a Notary Public in and for said State, personally appeared Geoff Pardo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Mary Ann Kramer  
Notary Public



Mary Ann Kramer  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2013

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed,  
by its duly authorized corporate officer effective this 10th day of January, 2011

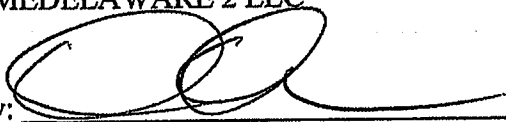
**ASSIGNOR:**

FSI ACQUISITION SUB, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

GMEDELAWARE 2 LLC

By:  \_\_\_\_\_  
Name: *DAVID DOMSKI*  
Title:

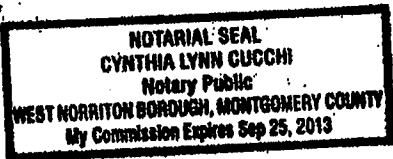
**[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]**

STATE OF Pennsylvania  
COUNTY OF Montgomery

On this 16<sup>th</sup> day of January, 2011, before me, a Notary Public in and for said State, personally appeared David Dinski personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Cynthia Lynn Cucchi  
Notary Public





Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Response Action	Current Response Date - Final	Next Maintenance or Annuity Fee	Next Fee Due Date - Normal	Assignee
1	FITZ-1	5,571,191	11/5/1996			06/405199	3/16/1995	3/16/1995	ARTIFICIAL FACET JOINT	USA	Patented	Superseded by FITZ-2		NO ACTION			NONE (reissued)	
2	FITZ-2	RE36,758	6/27/2000			09/016776	1/30/1998	3/16/1995	ARTIFICIAL FACET JOINT	USA	Patented	Issued		NO ACTION			NONE (all fees paid)	
3	MED-1	6,579,319	6/17/2003		5/30/2002	20020065557	11/29/2000	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		7.5 YR FEES DUE (SUR 12/18/10)	8	12/17/2010 (DD 6/17/11)	MS-SOLUSCO, INC.	
4	MED-1 CON	7,041,136	5/9/2006		10/9/2003	20030191532	4/23/2003	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		8 YR FEES DUE 5/5/13	8	5/1/2013	Facet Solutions, Inc.	
5	MED-1 CON CON	2006004449	1/5/2006		1/5/2006	11/211849	8/24/2005	11/29/2000	FACET JOINT REPLACEMENT	USA	Examination	Appeal	Awaiting B/P/A decision	NO ACTION			WAITING (no fees paid)	Facet Solutions, Inc.
6	MED-1 CON 3	7,618,453	11/17/2009		1/5/2006	20060004461	9/1/2005	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/17/12	4	5/17/2013	Facet Solutions, Inc.	
7	MED-1 CON 4	7,621,955	11/24/2009		8/9/2007	20070185576	4/12/2007	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/24/12	4	5/24/2013		
12	MED-1 CIP AU				4/7/2005	AU4275630	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	AUSTRALIA	Examination	Requested		MAINT FEES DUE	6	9/23/2010 (DD 9/22/11)	Facet Solutions, Inc.	
14.01	MED-1 CIP CH	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	SWITZERLAND	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.02	MED-1 CIP CY	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	CYPRUS	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.03	MED-1 CIP DE	60204019688	4/9/2009		2/25/2009	1677711	9/22/2004	9/23/2003	FAZETTENGELENKERSATZ	GERMANY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.04	MED-1 CIP FR	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	FRANCE	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.05	MED-1 CIP GB	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	UNITED KINGDOM	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.06	MED-1 CIP GR	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	GREECE	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.07	MED-1 CIP HU	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	HUNGARY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.08	MED-1 CIP IE	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	IRELAND	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.09	MED-1 CIP IT	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	ITALY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.1	MED-1 CIP LI	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	LIECHTENSTEIN	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.11	MED-1 CIP LU	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	LUXEMBOURG	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.12	MED-1 CIP NL	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	NETHERLANDS	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.13	MED-1 CIP TR	1677711	2/25/2009		2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	TURKEY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
15	MED-1 CIP JP				2/2/2007	2006528255	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	JAPAN	Examination	Requested		7.5 YR FEES DUE SURC 11/23/10	8	11/20/2010 (DD 5/20/11)	Facet Solutions, Inc.	
16	MED-2	6,585,605	5/20/2003		6/13/2002	20020072800	12/13/2000	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		NO ACTION			MS-SOLUSCO, INC.	
17	MED-2 CON	7,074,237	7/11/2006		11/25/2006	2003004259	10/30/2003	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		8 YR FEES DUE 7/17/13	8	1/1/2014	MS-SOLUSCO, INC.	
18	MED-2 CON 2	7,618,455	11/17/2009		11/25/2006	20060265669	7/1/2006	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/17/12	4	5/17/2013	Facet Solutions, Inc.	
19	MED-2 CON 3				3/4/2010	20100057129	11/11/2009	11/11/2009	MULTIPLE FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				
21	MED-3	7,090,698	8/15/2006		1/2/2003	20030004572	3/4/2002	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented	Issued		7.5 YR FEES DUE 8/15/13	8	2/15/2014	Facet Solutions, Inc.	
22	MED-3 CON	7,445,655	11/4/2008		10/20/2005	20060284551	6/13/2005	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented	Issued		5 YR FEES DUE 11/6/11	4	5/4/2012	Facet Solutions, Inc.	
23	MED-3 CON 2	IMDS	10/29/2009		3/26/2009	20090082871	12/26/2008	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				
25	MED-3 AU	2003228821	10/29/2009		11/26/2004	AU3228821	5/2/2003	5/2/2003	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	AUSTRALIA	Patented	Issued		8 YR FEES DUE 7/17/13	8	5/2/2011	MediLogic, Inc.	
26	MED-3 CA	2,525,463	3/17/2009		11/19/2004	CA2525463	5/2/2003	5/2/2003	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	CANADA	Patented	Issued		8 YR FEES DUE 7/6/13	8	5/2/2011	Facet Solutions, Inc.	
27	MED-3	6,419,703	7/16/2002		2/27/2003	09797309	3/1/2001	3/1/2001	METHOD AND APPARATUS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued		13 YR FEES DUE 7/6/13	12	1/16/2014	MS-SOLUSCO, INC.	
28	MED-4 CON	6,502,580	6/7/2005		2/27/2003	20030040797	10/19/2002	3/1/2001	POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued		8 YR FEES DUE 6/7/12	8	12/7/2012		
31	FSH02 INPROV	7,588,500	9/15/2009		6/16/2005	20050131546	6/2/2004	2/17/2004	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPOSITION SURFACE AND BONE BEHIND METHODS OF USE	USA	Patented	Issued		4 YR FEE DUE 8/15/12	4	3/15/2013	Facet Solutions, Inc.	
32	FSH02 DIV	JB			1/29/2009	20090303459	9/23/2008	2/17/2004	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPOSITION SURFACE AND BONE BEHIND METHODS OF USE	USA	Examination	Active	NOTICE OF ALLOW 11/23/10	Reseise Due 2/28/11				
34	FSH02 AU				9/1/2005	AU5214933	2/17/2005	2/17/2004	SPINAL FACET JOINT IMPLANT	AUSTRALIA	Examination	Requested					Facet Solutions, Inc.	
35	FSH02 CA				9/1/2005	CA2556564	2/17/2005	2/17/2004	SPINAL FACET JOINT IMPLANT	CANADA	Examination	Requested					Facet Solutions, Inc.	
36	FSH02 EP				11/2/2005	05723164	2/17/2005	2/17/2004	SPINAL FACET JOINT IMPLANT	EUROPE	Examination	Requested					Facet Solutions, Inc.	

PATENT

Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Response Due Date - Final	Next Maintenance or Annulment Fee	Next Fee Due Date - Normal	Assignee
37	FSI-02 JP			2007-55973	12/13/2007	2006-554189	8/17/2006	2/17/2004	SPINAL FACET JOINT IMPLANT	JAPAN	Examination	Requested Appeal	Awaiting BPAI decision			WAITING for BPAI decision	Facet Solutions, Inc.
39	FSI-03 NPROV			20050131538	6/16/2005	10860543	6/2/2004	2/17/2004	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Examination	Appeal	Awaiting Office Action				Facet Solutions, Inc.
40	FSI-03 DIV			20090024167	1/22/2009	12240070	9/29/2008	2/17/2004	LINKED BILATERAL SPINAL FACET IMPLANTS AND METHODS OF USE	USA	Patented	Issued			4	7/13/2014	Facet Solutions, Inc.
42	FSI-04			20050131409	6/16/2005	10860495	6/2/2004	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active		4/6/11 (1/6/11)			Facet Solutions, Inc.
43	FSI-04 DIV			20090030460	1/29/2009	12240244	9/29/2008	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active					Facet Solutions, Inc.
44	FSI-04 CON			20070165492	8/9/2007	11794502	4/12/2007	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active					Facet Solutions, Inc.
45	FSI-04 CON DIV			20090024168	1/22/2009	12240281	9/29/2008	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active		4/6/11 (1/6/11)			Facet Solutions, Inc.
46	FSI-05	JB		20050131537	6/16/2005	10860487	6/2/2004	2/17/2004	SPINAL FACET JOINT IMPLANT	USA	Examination	Active		4/19/11 (2/21/10)			Facet Solutions, Inc.
47	FSI-05 DIV			20090030461	1/29/2009	12240320	9/29/2008	2/17/2004	SPINAL FACET JOINT IMPLANT	USA	Examination	Active					Facet Solutions, Inc.
49	FSI-07	7,507,242	3/24/2009	20050273167	12/8/2005	10990191	11/15/2004	6/2/2004	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Patented	Issued			4	9/24/2012	Facet Solutions, Inc.
55	FSI-08	7,588,578	9/15/2009	20070016296	1/18/2007	10989971	11/15/2004	6/2/2004	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented	Issued			4	3/15/2013	Facet Solutions, Inc.
56	FSI-09 DIV	7,615,648	10/19/2010	20090024195	1/22/2009	12240457	9/29/2008	6/2/2004	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented	Issued			4	4/22/2014	Facet Solutions, Inc.
60	FSI-10	JB		20060200140	9/7/2006	11063941	2/22/2005	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	USA	Examination	Active		4/13/11 (1/13/11)			Facet Solutions, Inc.
62	FSI-10 AU			AU6256866	8/31/2006	2006216866	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	AUSTRALIA	Examination	Requested			5	2/21/2011	Facet Solutions, Inc.
63	FSI-10 CA			CA2589895	8/31/2006	2598986	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	CANADA	Examination	Filed			5	2/21/2011	Facet Solutions, Inc.
64	FSI-10 EP			1856807	8/31/2006	06735569	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	EUROPE	Examination	Requested			6	2/21/2011	Facet Solutions, Inc.
65	FSI-10 JP			2008-531121	8/14/2008	2007-557091	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	JAPAN	Examination	Requested					Facet Solutions, Inc.
66	FSI-11	7,722,647	5/25/2010	20070016296	1/18/2007	11079755	3/14/2005	3/14/2005	APPARATUS AND METHOD FOR POSTERIOR STABILIZATION	USA	Patented	Issued			1/4/1000	5/25/2014	Facet Solutions, Inc.
67	FSI-12	7,566,345	7/28/2009	20090068802	4/2/2009	11083970	3/19/2005	3/1/2001	PROSTHESES FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued			4	1/28/2013	Facet Solutions, Inc.
68	FSI-12 CON			20090068802	4/2/2009	12328894	12/4/2008	3/1/2001	PROSTHESES FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Examination	Active		2/17/11 (1/17/10)			Facet Solutions, Inc.
70	FSI-13 NPROV			2006021728	9/28/2006	11398389	3/24/2006	3/28/2005	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Patented	Issued			4	7/20/2014	Facet Solutions, Inc.
73	FSI-15			20060217034	9/21/2006	11312323	12/19/2005	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS WITH INDEPENDENT LOCKING SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Examination	Active					Facet Solutions, Inc.
75	FSI-17			20070167946	7/19/2007	11463513	8/9/2006	1/9/2006	APPARATUS AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Examination	Active					Facet Solutions, Inc.
76	FSI-17 DIV			20090024169	1/22/2009	12240512	9/29/2008	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Examination	Active					Facet Solutions, Inc.
78	FSI-17 AU			AU7266072	7/26/2007	2007260672	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	AUSTRALIA	Examination	Filed		11/17/2010	5	1/8/2012	Facet Solutions, Inc.
79	FSI-17 CA			CA2636676	7/26/2007	2636676	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	CANADA	Examination	Filed			4	1/10/2011	Facet Solutions, Inc.
80	FSI-17 EP			1973484	10/1/2008	07709987	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	EUROPE	Examination	Requested			5	1/8/2011	Facet Solutions, Inc.
81	FSI-17 JP			2009-529571	6/25/2009	2008-551494	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	JAPAN	Examination	Requested					Facet Solutions, Inc.
82	FSI-18			20060217718	9/28/2006	11350179	2/7/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Examination	Active		3/16/11 (12/16/10)			Facet Solutions, Inc.
84	FSI-18 AU			AU6230077	10/5/2006	3/27/2011	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	AUSTRALIA	Examination	Requested			5	3/27/2011	Facet Solutions, Inc.
85	FSI-18 CA			CA2602508	10/5/2006	2602508	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	CANADA	Examination	Filed			5	3/28/2011	Facet Solutions, Inc.
86	FSI-18 EP			1853412	12/12/2007	05739716	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	EUROPE	Examination	Requested			6	3/27/2011	Facet Solutions, Inc.
87	FSI-18 JP			2008-534196	8/28/2008	2008-504423	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	JAPAN	Examination	Requested					Facet Solutions, Inc.
89	FSI-19			20080167688	7/10/2008	11972158	1/10/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	USA	Examination	Active					Facet Solutions, Inc.
91	FSI-19 AU			AU8204784	7/17/2008	200804784	1/10/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	AUSTRALIA	Examination	Filed			5	1/10/2013	Facet Solutions, Inc.
92	FSI-19 CA			2878937	7/17/2008	7829307	7/27/2007	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	CANADA	Examination	Filed			3	1/10/2011	Facet Solutions, Inc.
93	FSI-19 EP			2114273	7/17/2008	06705653	7/27/2007	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	EUROPE	Examination	Requested			4	1/10/2011	Facet Solutions, Inc.
94	FSI-19 JP			2009-045681	7/10/2009	7102007	4/17/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	JAPAN	Filed						Facet Solutions, Inc.
96	FSI-20			20080275507	11/6/2008	12104726	4/17/2008	4/17/2007	FACET JOINT REPLACEMENT	USA	Examination	Active					Facet Solutions, Inc.
108	FSI-30			20080221622	9/11/2008	12104855	4/17/2008	9/28/2007	FACET JOINT REPLACEMENT	USA	Examination	Active					Facet Solutions, Inc.
110	FSI-31			20080319484	1/25/2008	12201046	8/29/2008	11/22/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active					Facet Solutions, Inc.
111.1	FSI-31 AU			20080305719	8/29/2008	20080305719	8/29/2008	9/27/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	AUSTRALIA	Examination	Filed			5	8/29/2013	Facet Solutions, Inc.

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Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Action	Current Response Due Date - Final	Next Maintenance or Annuity Fee	Next Fee Due Date - Normal	Assignee
111.2	FSI-31, CA			2203122	4/2/2009	08638683	8/29/2008	9/27/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	CANADA	Not Filed	Entered by 3/27/11						Facet Solutions, Inc.
111.3	FSI-31 EP								SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	EUROPE	Examination	Requested		MAINT FEE DUE 2/3/11				Facet Solutions, Inc.
114	FSI-33	IMDS		20080319485	12/25/2008	12/201086	8/29/2008	11/2/2007	SYSTEM AND METHOD FOR IMPLANT ANCHORAGE WITH ANTI-ROTATION FEATURES	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
117	FSI-34 PCT					PCT/US2009/066781	12/4/2009	12/3/2009	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	PCT	Examination	Filed						
120	FSI-36	IMDS		20080319488	12/25/2008	12/201128	8/29/2008	11/7/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
122	FSI-37	IMDS		20080319483	12/25/2008	12/201148	8/29/2008	12/17/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT WITH DETACHABLE COUPLER	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
124	FSI-38	IMDS		20080319489	12/25/2008	12/201171	8/29/2008	12/21/2007	SYSTEM AND METHOD FOR BONE ANCHORAGE	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
131	FSI-45	IMDS		2009072566	1/8/2009	12/201198	8/29/2008	8/29/2008	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
136	FSI-50	IMDS		20100076483	3/25/2010	12/630441	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				
139	FSI-53	IMDS		20100082107	4/1/2010	12/630534	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				
140	FSI-54	IMDS		20100087880	4/8/2010	12/630566	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				

Facet Solutions Worldwide Patent Portfolio						
Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
2001012295	1012295	2001012295	10002-701.AU1	FACET ARTHROPLASTY DEVICES AND METHODS	AUSTRALIA	Patented
2003228821	3228821	2003228821	MED-3 AU	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	AUSTRALIA	Patented
2003238834	3238834	2003238834	10002-701.AU3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	AUSTRALIA	Patented
	4275830	2004275830	MED-1 CIP AU	FACET JOINT REPLACEMENT	AUSTRALIA	Pending
	5214933	2005214933	FSI-02 AU	SPINAL FACET JOINT IMPLANT	AUSTRALIA	Pending
	6216866	2006216866	FSI-10 AU	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	AUSTRALIA	Pending
	6230077	2006230077	FSI-18 AU	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	AUSTRALIA	Pending
	7206072	2007206072	FSI-17 AU	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	AUSTRALIA	Pending
	8204784	2008204784	FSI-19 AU	TAPER-LOCKING FIXATION SYSTEM	AUSTRALIA	Pending
		2004241945	10002-704.AU1	PROSTHESES, TOOLS AND METHODS	AUSTRALIA	Pending
		2004241946	10002-702.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT SURFACES	AUSTRALIA	Pending
		2004258829	10002-703.AU1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	AUSTRALIA	Pending
		2004323518	10002-705.AU1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	AUSTRALIA	Pending
		2005277363	10002-722.AU1	ARTHROPLASTY DEVICES, SPING STABILIZATION SYSTEMS, AND METHODS	AUSTRALIA	Pending
		2005277375	10002-707.AU3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	AUSTRALIA	Pending
		2005299739	10002-701.AU4	FACET JOINT PROSTHESES	AUSTRALIA	Pending
		2005307005	10002-707.AU2	CROSSBAR SPINAL PROSTHESIS HAVING MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	AUSTRALIA	Pending
		2006227019	10002-731.AU1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	AUSTRALIA	Pending
		2006294610	10002-711.AU2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	AUSTRALIA	Pending
	5251700	2005251700	FSI-07 AU	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	AUSTRALIA	Abandoned
		2003210887	10002-701.AU2	FACET ARTHROPLASTY DEVICES AND METHODS	AUSTRALIA	Abandoned
		2005237470	10002-707.AU1	ANTI-ROTATION FIXATION ELEMENT FOR SPINAL PROSTHESES	AUSTRALIA	Abandoned
		2005240012	10002-711.AU1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	AUSTRALIA	Abandoned
		2005240129	10002-718.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	AUSTRALIA	Abandoned
		PI0417645-6	10002-705.BR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	BRAZIL	Pending
2,386,504	2,386,504	2,386,504	10002-701.CA1	FACET ARTHROPLASTY DEVICES AND METHODS	CANADA	Patented
2,525,463	2,525,463	2,525,463	MED-3 CA	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	CANADA	Patented
	2,556,564	2,556,564	FSI-02 CA	SPINAL FACET JOINT IMPLANT	CANADA	Pending
	2,568,922	2,568,922	FSI-07 CA	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	CANADA	Pending
	2,598,896	2,598,896	FSI-10 CA	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	CANADA	Pending
	2,602,508	2,602,508	FSI-18 CA	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	CANADA	Pending
	2,636,676	2,636,676	FSI-17 CA	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	CANADA	Pending
		2,585,120	10002-701.CA4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,485,514	10002-701.CA3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,531,593	10002-703.CA1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	CANADA	Pending
		2,548,545	10002-705.CA1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	CANADA	Pending
		2,563,977	10002-718.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,576,636	10002-722.CA1	ARTHROPLASTY DEVICES, SPING STABILIZATION SYSTEMS, AND METHODS	CANADA	Pending
		2,585,135	10002-707.CA2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	CANADA	Pending
		2,602,255	10002-731.CA1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	CANADA	Pending
		2,623,896	10002-711.CA2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	CANADA	Pending
		2,675,037	FSI-19 CA	TAPER-LOCKING FIXATION SYSTEM	CANADA	Pending

**PATENT**

**REEL: 035021 FRAME: 0678**

Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
	2,539,119	2,539,119	MED-1 CIP CA	FACET JOINT REPLACEMENT	CANADA	Provisionally Abandoned
		2,524,022	10002-704.CA1	PROSTHESES, TOOLS AND METHODS	CANADA	Provisionally Abandoned
		2,524,810	10002-702.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET	CANADA	Provisionally Abandoned
		2,562,093	10002-707.CA1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	CANADA	Provisionally Abandoned
		2,563,079	10002-711.CA1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	CANADA	Provisionally Abandoned
		2,576,958	10002-707.CA3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	CANADA	Provisionally Abandoned
	101027006	200580032479	10002-722.CN1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	CHINA	Pending
	101180012	200680015503	10002-731.CN1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	CHINA	Pending
	1997327	200480040521	10002-705.CN1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	CHINA	Abandoned
	1787795	200480013134	10002-704.CN1	PROSTHESES, TOOLS AND METHODS	CHINA	Abandoned
1223872	1223872	00973828	10002-701.EP1	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Patented
1475058	1475058	04077299	10002-701.EP5	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Patented
1677711	1677711	04789041	MED-1 CIP EP	FACET JOINT REPLACEMENT	EUROPE	Patented
	1555965	03734292	10002-701.EP3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1622550	04750049	10002-702.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1628600	04785473	10002-704.EP1	PROSTHESES, TOOLS AND METHODS	EUROPE	Pending
	1648353	04753580	10002-703.EP1	PROSTHESES AND TOOLS FOR REPLACMENT OF NATURAL FACET JOINTS	EUROPE	Pending
	1715820	05723164	FSI-02 EP	SPINAL FACET JOINT IMPLANT	EUROPE	Pending
	1732477	04822229	10002-705.EP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	EUROPE	Pending
	1744710	05735615	10002-707.EP1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	EUROPE	Pending
	1755499	05745561	10002-718.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1755503	05736283	10002-711.EP1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	EUROPE	Pending
	1784147	05790406	10002-707.EP3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	EUROPE	Pending
	1793753	05788632	10002-722.EP1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	EUROPE	Pending
	1807026	05816002	10002-701.EP4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1809214	05851247	10002-707.EP2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	EUROPE	Pending
	1850807	06735569	FSI-10 EP	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	EUROPE	Pending
	1854433	07075705	10002-701.EP6	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Pending
	1863412	06739716	FSI-18 EP	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	EUROPE	Pending
	1865891	06739304	10002-731.EP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	EUROPE	Pending
	1928366	06815178	10002-711.EP2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INSTRUMENT AND METHODS	EUROPE	Pending
	1973484	07709987	FSI-17 EP	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	EUROPE	Pending
	2114273	08705833	FSI-19 EP	TAPER-LOCKING FIXATION SYSTEM	EUROPE	Pending
	2155122	08747811	10002-731.EP2	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	EUROPE	Pending
	1778138	05751842	FSI-07 EP	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	EUROPE	Abandoned
	176148	176148	10002-705.IL1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	ISRAEL	Pending
	2006-528533	2006-532394	10002-704.JP1	PROSTHESES, TOOLS AND METHODS	JAPAN	Pending
	2007-506528	2006-528255	MED-1 CIP JP	FACET JOINT REPLACEMENT	JAPAN	Pending
	2007-513742	2006-545765	10002-705.JP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	JAPAN	Pending
	2007-535973	2006-554189	FSI-02 JP	SPINAL FACET JOINT IMPLANT	JAPAN	Pending
	2008-510518	2007-528022	10002-722.JP1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	JAPAN	Pending
	2008-531121	2007-557091	FSI-10 JP	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	JAPAN	Pending
	2008-534136	2008-504221	FSI-18 JP	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	JAPAN	Pending
	2009-523571	2008-551494	FSI-17 JP	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	JAPAN	Pending
		2009-545681	FSI-19 JP	TAPER-LOCKING FIXATION SYSTEM	JAPAN	Pending

**PATENT**

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Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
	2008-534063	2008-503143	10002-731.JP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	JAPAN	Abandoned
		10-2006-7014209	10002-705.KR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	KOREA, SOUTH	Pending
		10-2007-7006279	10002-722.KR1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	KOREA, SOUTH	Pending
		10-2005-7021681	10002-704.KR1	PROSTHESES, TOOLS AND METHODS	KOREA, SOUTH	Abandoned
	WO2009042349	PCT/US2008/074810	FSI-31 PCT	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	PCT	Pending
		PCT/US2009/066761	FSI-34 PCT	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	PCT	Pending
	WO2004098465	PCT/US2003/013764	MED-3 PCT	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	PCT	Expired
	WO2007106573	PCT/US2007/006567	10002-735.601	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	PCT	Expired
	WO2007126428	PCT/US2006/048718	10002-707.604	ARTHROPLASTY REVISION SYSTEM AND METHOD	PCT	Expired
	WO2008019397	PCT/US2007/075730	10002-736.601	CONNECTION FOR DYNAMIC SPINE PROSTHESIS	PCT	Expired
	WO2001030248	PCT/US2000/029347	10002-701.601	FACET ARTHROPLASTY DEVICES AND METHODS	PCT	Expired
	WO2003101350	PCT/US2003/017094	10002-701.603	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2004071358	PCT/US2003/003620	10002-701.602	FACET ARTHROPLASTY DEVICES AND METHODS	PCT	Expired
	WO2004103227	PCT/US2004/011113	10002-704.601	PROSTHESES, TOOLS AND METHODS	PCT	Expired
	WO2004103228	PCT/US2004/0111335	10002-702.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2005009301	PCT/US2004/016774	10002-703.601	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	PCT	Expired
	WO2005030087	PCT/US2004/031488	FSI-06 (PCT) [MED-1 CIP PCT]	FACET JOINT REPLACEMENT	PCT	Expired
	WO2005079426	PCT/US2005/004951	FSI-09 (PCT) [FSI-02 PCT]	SPINAL FACET JOINT IMPLANT	PCT	Expired
	WO2005104998	PCT/US2005/013201	10002-707.601	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	PCT	Expired
	WO2005107655	PCT/US2005/015347	10002-718.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2005107657	PCT/US2005/012080	10002-711.601	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	PCT	Expired
	WO2005120401	PCT/US2005/018127	FSI-07 PCT	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	PCT	Expired
	WO2006023671	PCT/US2005/029441	10002-722.601	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	PCT	Expired
	WO2006023683	PCT/US2005/029476	10002-707.603	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	PCT	Expired
	WO2006033659	PCT/US2004/041539	10002-705.601	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	PCT	Expired
	WO2006047363	PCT/US2005/038087	10002-701.604	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2006055186	PCT/US2005/038335	10002-707.602	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	PCT	Expired
	WO2006091539	PCT/US2006/005975	FSI-10 PCT	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	PCT	Expired
	WO2006102443	PCT/US2006/010454	10002-731.601	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT	Expired
	WO2006104999	PCT/US2006/011071	FSI-18 PCT	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	PCT	Expired
	WO2006105000	PCT/US2006/011072	FSI-13 PCT	POLYAXIAL REAMING APPARATUS AND METHOD	PCT	Expired
	WO2007038261	PCT/US2006/036969	10002-711.602	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	PCT	Expired
	WO2007084810	PCT/US2007/060218	FSI-17 PCT	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	PCT	Expired
	WO2008022202	PCT/US2007/076012	10002-741.601	SPINAL IMPLANT	PCT	Expired
	WO2008022206	PCT/US2007/076017	10002-741.600	SPINAL IMPLANT	PCT	Expired
	WO2008086467	PCT/US2008/050739	FSI-19 PCT	TAPER-LOCKING ROD FIXATION SYSTEM	PCT	Expired
	WO2008137955	PCT/US2008/062948	10002-731.602	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT	Expired
5,571,191 RE36,758 6,419,703	--	08/405199 09/016776 09/797309	FITZ-1 FITZ-2 MED-4	ARTIFICIAL FACET JOINT ARTIFICIAL FACET JOINT PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA USA USA	Patented Patented Patented
6,565,605 6,579,319 6,610,091	20020072800 20020065557 --	09/736103 09/726169 09/693272	MED-2 MED-1 10002-701.201	MULTIPLE FACET JOINT REPLACEMENT FACET JOINT REPLACEMENT FACET ARTHROPLASTY DEVICES AND METHODS	USA USA USA	Patented Patented Patented
6,811,567	20020123806	10/067137	10002-701.501	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
6,902,580	20030040797	10/196716	MED-4 CON	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented

**PATENT**

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Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
6,949,123	20040049272	10/657844	10002-701.408	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
6,974,478	20030028250	10/158563	10002-701.502	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
7,041,136	20030191532	10/421078	MED-1 CON	FACET JOINT REPLACEMENT	USA	Patented
7,051,451	20050235508	10/831651	10002-711.201	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Patented
7,074,237	20030204259	10/420467	MED-2 CON	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented
7,074,238	20050010291	10/615417	10002-703.201	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	USA	Patented
7,087,084	20040111154	10/657866	10002-701.402	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
7,090,698	20030004572	10/090293	MED-3	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented
7,290,347	20060184180	11/278349	10002-711.301	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Patented
7,406,775	20060085072	11/236323	10002-711.501	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	USA	Patented
7,445,635	20050234551	11/151140	MED-3 CON	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented
7,507,242	20050273167	10/990191	FSI-07	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Patented
7,566,345		11/083710	FSI-12	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented
7,588,578	20070016296	10/989971	FSI-08	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented
7,588,590	20050131545	10/860778	FSI-02 NPROV	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPPOSITION SURFACE AND BONE BED AND METHODS OF USE	USA	Patented
7,608,104	20050143818	10/973834	10002-702.501	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
7,608,106	20060100709	11/275448	10002-701.308	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
7,618,453	20060004451	11/219099	MED-1 CON 3	FACET JOINT REPLACEMENT	USA	Patented
7,618,455	20060265069	11/456509	MED-2 CON 2	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented
7,621,955	20070185576	11/734488	MED-1 CON 4	FACET JOINT REPLACEMENT	USA	Patented
7,674,293	20050240266	11/071541	10002-707.502	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Patented
7,691,145	20050119748	10/974009	10002-701.504	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
	20040006391	10/615727	10002-701.401	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049274	10/658089	10002-701.409	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049275	10/658449	10002-701.407	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049278	10/658651	10002-701.410	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049281	10/657837	10002-701.406	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050131409	10/860495	FSI-04	LINKED BILATERAL SPINAL FACET IMPLANTS AND METHODS OF USE	USA	Pending
	20050131537	10/860487	FSI-05	SPINAL FACET JOINT IMPLANT	USA	Pending
	20050131538	10/860543	FSI-03 NPROV	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Pending
	20050137706	10/950181	10002-701.413	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050149190	10/950169	10002-701.415	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050240264	10/831657	10002-707.201	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	USA	Pending
	20060004449	11/211849	MED-1 CON CON	FACET JOINT REPLACEMENT	USA	Pending
	20060041311	11/207991	10002-723.201	DEVICES AND METHODS FOR TREATING FACET JOINTS	USA	Pending
	20060052785	11/206662	10002-722.201	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	USA	Pending
	20060085075	11/244420	10002-729.201	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20060100707	11/275447	10002-703.301	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20060149375	11/276541	10002-704.301	PROSTHESES, TOOLS AND METHODS	USA	Pending
	20060200149	11/063941	FSI-10	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	USA	Pending
	Non Pub Req	11/079755	FSI-11	APPARATUS AND METHOD FOR POSTERIOR STABILIZATION	USA	Pending
	20060212034	11/312323	FSI-15	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS WITH INDEPENDENT LOCKING MODES	USA	Pending
	20060217718	11/350179	FSI-18	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Pending

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	20060217728	11/388389	FSI-13 NPROV	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Pending
	20060265070	11/460934	10002-703.302	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20070167946	11/463513	FSI-17	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Pending
	20070168029	11/636252	10002-704.302	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20070185492	11/734502	FSI-04 CON	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20070233256	11/724927	10002-735.201	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	USA	Pending
	20070265706	11/746027	10002-701.310	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20070270967	11/670292	MED-1 CON CIP 2	FACET JOINT REPLACEMENT	USA	Pending
	20070276374	11/642417	10002-707.505	ARTHROPLASTY REVISION SYSTEM AND METHOD	USA	Pending
	20070282445	11/839434	10002-701.313	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080015583	11/775174	10002-701.312	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080015585	11/800895	10002-731.501	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	USA	Pending
	20080015696	11/824012	10002-701.311	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080046083	11/838358	10002-741.200	SPINAL IMPLANT	USA	Pending
	20080082171	11/577964	10002-707.302	CROSSBAR SPINAL PROSTHESIS HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	USA	Pending
	20080086213	11/943458	10002-701.317	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091200	11/948973	10002-707.305	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091201	11/956961	10002-701.325	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091202	11/957061	10002-701.327	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091204	11/948994	10002-707.304	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091205	11/957303	10002-707.306	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091210	11/934713	10002-701.315	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091268	11/939540	10002-701.316	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097437	11/949000	10002-701.319	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097438	11/957175	10002-701.323	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097439	11/957208	10002-701.321	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097609	11/949007	10002-701.318	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097612	11/957149	10002-701.326	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097613	11/957259	10002-701.328	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080103501	11/837335	10002-736.201	ANGLED WASHER POLYAXIAL CONNECTION FOR DYNAMIC SPINE PROSTHESIS	USA	Pending
	20080119845	11/861239	10002-739.201	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	USA	Pending
	20080125814	12/027899	10002-702.401	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080132951	11/948963	10002-701.320	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080140121	11/952988	10002-729.304	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080167688	11/972158	FSI-19	TAPER-LOCKING FIXATION SYSTEM	USA	Pending
	20080177308	11/934720	10002-729.302	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080177309	11/934724	10002-729.301	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080177310	12/016177	10002-701.417	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080177332	12/058403	10002-705.301	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	USA	Pending
	20080200953	11/577872	10002-701.US4	FACET JOINT PROSTHESES	USA	Pending
	20080221622	12/104855	FSI-30	FACET JOINT REPLACEMENT	USA	Pending
	20080249568	11/577923	10002-707.US2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	USA	Pending
	20080275505	12/163738	10002-704.303	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending



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	20080275507	12/104726	FSI-20	FACET JOINT REPLACEMENT	USA	Pending
	20080287959	12/099068	10002-711.502	SYSTEM AND METHODS FOR ORTHOPEDIC DEVICE COMPONENT SELECTION	USA	Pending
	20080292161	12/186461	10002-711.401	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	USA	Pending
	20080319483	12/201148	FSI-37	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT WITH DETACHABLE COUPLER	USA	Pending
	20080319484	12/201046	FSI-31	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20080319485	12/201086	FSI-33	SYSTEM AND METHOD FOR IMPLANT ANCHORAGE WITH ANTI-ROTATION FEATURES	USA	Pending
	20080319488	12/201128	FSI-36	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20080319489	12/201171	FSI-38	SYSTEM AND METHOD FOR BONE ANCHORAGE	USA	Pending
	20090012566	12/201198	FSI-45	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20090018585	12/176280	10002-701.418	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20090024134	12/240412	FSI-07 DIV	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Pending
	20090024135	12/240457	FSI-08 DIV	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Pending
	20090024167	12/240070	FSI-03 DIV	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Pending
	20090024168	12/240281	FSI-04 CON DIV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20090024169	12/240512	FSI-17 DIV	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Pending
	20090024219	11/934719	10002-729.303	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20090030459	12/240047	FSI-02 DIV	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPPOSITION SURFACE AND BONE BED AND METHODS OF USE	USA	Pending
	20090030460	12/240244	FSI-04 DIV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20090030461	12/240320	FSI-05 DIV	SPINAL FACET JOINT IMPLANT	USA	Pending
	20090082871	12/262341	MED-3 CON 2	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Pending
	20090088802	12/328964	FSI-12 CON	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Pending
	20100076493	12/630441	FSI-50	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
	20100082107	12/630534	FSI-53	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/377546	10002-741.US0	SPINAL IMPLANT	USA	Pending
		12/377552	10002-741.US1	SPINAL IMPLANT	USA	Pending
		12/616216	MED-2 CON 3	MULTIPLE FACET JOINT REPLACEMENT	USA	Pending
		12/630207	FSI-34	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630286	FSI-46	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630327	FSI-47	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630387	FSI-48	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630411	FSI-49	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630467	FSI-51	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630501	FSI-52	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630566	FSI-54	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
	20040049273	10/657907	10002-701.405	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040049276	10/658499	10002-701.403	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040049277	10/658507	10002-701.411	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040230201	10/438295	10002-702.201	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20040230304	10/438294	10002-704.201	PROSTHESES, TOOLS AND METHODS	USA	Abandoned
	20050027361	10/885891	10002-701.506	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050043799	10/961726	10002-701.416	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned

**PATENT**

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Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
	20050080486	10/687865	MED-1 CON CIP	FACET JOINT REPLACEMENT	USA	Abandoned
	20050131406	10/737705	10002-705.201	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	USA	Abandoned
	20050137705	10/949887	10002-701.414	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050234552	11/156046	10002-701.303	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050240265	10/973939	10002-707.501	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20050251256	10/658515	10002-701.404	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050261770	11/122271	10002-707.503	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20050267579	11/197679	10002-701.304	IMPLANTABLE DEVICE FOR FACET JOINT REPLACEMENT	USA	Abandoned
	20050283238	11/140263	10002-701.302	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009847	11/222609	10002-701.307	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009848	11/222622	10002-701.306	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009849	11/223881	10002-701.305	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060058791	11/206676	10002-707.504	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	USA	Abandoned
	20060079895	11/140570	10002-726.201	METHODS AND DEVICES FOR IMPROVED BONDING OF DEVICES TO BONE	USA	Abandoned
	20070079517	11/635907	10002-711.302	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Abandoned
	20070088358	11/277223	10002-731.201	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	USA	Abandoned
	20070093833	11/635853	10002-707.301	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20070255411	11/750981	10002-701.309	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20080045954	11/831870	10002-701.314	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20080097440	11/957315	10002-701.322	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20080097446	11/957290	10002-701.324	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
		11/577967	10002-707.303	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	USA	Abandoned
		60/160891	10002-701.101	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Expired
		60/273031	MED-3 PROV	TOTAL SPINE JOINT REPLACEMENT	USA	Expired
		60/505199	MED-1 CIP PROV	FACET JOINT REPLACEMENT	USA	Expired
		60/528726	FSI-01 PROV	GUIDE WIRE INSTRUMENT FOR SPINAL IMPLANT PREPARATION	USA	Expired
		60/545094	FSI-03 PROV	SPHERICAL ARTICULATING IMPLANT SURFACE	USA	Expired
		60/545101	FSI-02 PROV	SPHERICAL IMPLANT AND BONE BED	USA	Expired
		60/565717	FSI-04 PROV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Expired
		60/567933	10002-718.101	SPINAL PROSTHESIS FOR FACET JOINT REPLACEMENT	USA	Expired
		60/567972	10002-719.101	SPINAL PROSTHESES FOR FACET JOINT REPLACEMENT	USA	Expired
		60/602826	10002-722.101	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/602827	10002-721.101	ARTICULATING MECHANISM LOCKING DEVICE	USA	Expired
		60/602828	10002-725.101	PEDICLE STEM WITH EXPANDABLE HEAD	USA	Expired
		60/602829	10002-723.101	INLAY ARTICULATION FOR REPLACEMENT	USA	Expired
		60/602964	10002-724.101	FACET OR JOINT CAPSULE DEVICE	USA	Expired
		60/614712	10002-726.101	NOVEL ANCHOR FIXATION TO THE PEDICLE	USA	Expired
		60/642250	10002-701.104	BEARING SURFACE PRELOADER	USA	Expired
		60/642321	10002-701.105	COMPONENT SELECTION INSTRUMENT	USA	Expired
		60/643556	10002-701.103	MOTION LOCK CABLE DEVICE	USA	Expired
		60/650302	10002-701.102	FACET JOINT REPLACEMENT TOOLS	USA	Expired
		60/664441	10002-731.101	MINIMALLY INVASIVE FACET REPLACEMENT	USA	Expired
		60/666201	FSI-14 (PROV)	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Expired
		60/666209	FSI-13 (PROV)	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Expired
		60/691946	10002-722.102	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/719427	10002-732.101	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Expired
		60/752277	10002-733.101	SPINAL JOINT REPLACEMENT SYSTEMS	USA	Expired
		60/757592	FSI-16 PROV	AFR SURGICAL INSTRUMENTATION AND TECHNIQUE	USA	Expired

Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
		60/760863	MLI-52 PROV	MULTI-LEVEL FACET ARTHROPLASTY WITH ADJACENT LEVEL FUSION	USA	Expired
		60/777465	10002-733.102	INTERVERTEBRAL DISC AND FACET JOINT ARTHROPLASTY SYSTEM	USA	Expired
		60/782932	10002-735.101	HYBRID MULTI-LEVEL DISC/FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/797879	10002-737.101	FACET REPLACEMENT SYSTEMS	USA	Expired
		60/822460	10002-741.100	SPINAL IMPLANT	USA	Expired
		60/837458	10002-736.101	CONNECTION MECHANISM FOR FACET JOINT REPLACEMENT/AGUMENTATION	USA	Expired
		60/847012	10002-738.101	MODULAR CONFIGURABLE LUMBO-SACRAL SPINAL JOINT REPLACEMENT DEVICE	USA	Expired
		60/847013	10002-739.101	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	USA	Expired
		60/884233	FSI-19 PROV	TAPER-LOCKING ROD FIXATION SYSTEM	USA	Expired
		60/912323	FSI-20 PROV	AFRS MULTI-LEVEL IMPLANT SYSTEM	USA	Expired
		60/922132	10002-740.101	CEPHALD MEASUREMENT AND TRIALING SYSTEM	USA	Expired
		60/950012	FSI-22 PROV	INFERIOR FACET IMPLANT HOLDER WITH CLAMP RETENTION	USA	Expired
		60/950021	FSI-23 PROV	MONORAIL INSTRUMENT GUIDANCE SYSTEM FOR LUMBAR SPINAL SURGERY	USA	Expired
		60/950031	FSI-24 PROV	LINEAR POLYAXIAL LOCKING MECHANISM WITH TOOL	USA	Expired
		60/950038	FSI-25 PROV	MOBILE INFERIOR FACET BEARING WITH SUPERIOR CLIP	USA	Expired
		60/957505	FSI-26 PROV	DYNAMIC STABILIZATION AND STATIC FIXATION OPTIONS FOR FACET REPLACEMENT PROSTHESIS	USA	Expired
		60/968324	FSI-21 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS	USA	Expired
		60/968925	FSI-27 PROV	SYSTEMS AND METHODS FOR LESS INVASIVE FACET JOINT REPLACEMENT	USA	Expired
		60/975731	FSI-30 PROV	MONOLITHIC INFERIOR IMPLANT STRUT WITH INTEGRAL CROSS LINK CLAMP	USA	Expired
		60/984428	FSI-35 PROV	CROSS LINK CLAMP	USA	Expired
		60/984434	FSI-34 PROV	SUPERIOR INSTRUMENT	USA	Expired
		60/984594	FSI-36 PROV	ADJUSTABLE INFERIOR FACET REPLACEMENT WITH MEDIAL-LATER SLIDE ADJUSTMENT	USA	Expired
		60/984798	FSI-31 PROV	LOW PROFILE POLYAXIAL FACET IMPLANT	USA	Expired
		60/984814	FSI-32 PROV	HINGED EYELET SCREW	USA	Expired
		60/984983	FSI-33 PROV	ADJUSTABLE FACET IMPLANT BASE PIECE	USA	Expired
		61/014344	FSI-37 PROV	INFERIOR STRUT UPDATE	USA	Expired
		61/015840	FSI-39 PROV	CERVICAL PLATE WITH FACET MOTION CONTROL	USA	Expired
		61/015866	FSI-28 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS INCLUDING POSTERIOR COMBINATION DISCS	USA	Expired
		61/015876	FSI-29 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS AND METHODS FOR IMPLANT ALIGNMENT	USA	Expired
		61/015886	FSI-38 PROV	EYELET PEDICLE SCREW WITH MULTI-AXIAL FIXATION	USA	Expired
		61/023927	FSI-40 PROV	AFRS GENERATION II INSTRUMENTS	USA	Expired
		61/033473	FSI-41 PROV	TOP LOADING RECEIVER FOR AN ADJUSTABLE FACET REPLACEMENT	USA	Expired
		61/040041	FSI-42 PROV	FACET JOINT REPLACEMENT	USA	Expired
		61/042896	FSI-43 PROV	SPINAL FIXATION ON AN IMPLANT BASE	USA	Expired
		61/045526	FSI-44 PROV	INFERIOR BASE-SPLIT CLAMP AND MULTI-LEVEL SPLIT CLAMP	USA	Expired







## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated January 10, 2011, is entered into by FACET SOLUTIONS, INC., a Delaware corporation (the "*Assignor*"), for the benefit of GMEDELAWARE 2 LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of January 10, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.1 of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights which are a part of the Purchased Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this 10<sup>th</sup> day of January, 2011

**ASSIGNOR:**

FACET SOLUTIONS, INC.

By: Geoff Pardo  
Name: Geoff Pardo  
Title: President + CEO

**ASSIGNEE:**

GMEDELAWARE 2, LLC

By: \_\_\_\_\_  
Name:  
Title:

**[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]**



STATE OF Massachusetts  
COUNTY OF Middlesex

On this 10<sup>th</sup> day of January, 2011, before me, a Notary Public in and for said State, personally appeared Geoff Pardo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Mary Ann Kramer  
Notary Public



Mary Ann Kramer  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2013

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective this 10th day of January, 2011

**ASSIGNOR:**

FACET SOLUTIONS, INC.

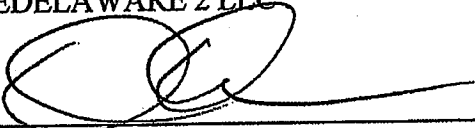
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

GMEDELAWARE 2 LLC

By:  \_\_\_\_\_

Name: *DAVE DOMSKI*

Title:

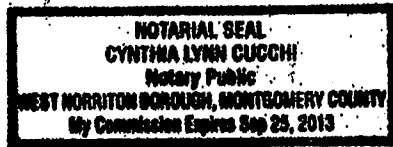
**[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]**

STATE OF Pennsylvania  
COUNTY OF Montgomery

On this 10<sup>th</sup> day of January, 2011, before me, a Notary Public in and for said State, personally appeared Dave Dinsok personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Cynthia Lynn Cucch  
Notary Public



Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Response Action	Current Response Date - Final	Next Maintenance or Annuity Fee	Next Fee Due Date - Normal	Assignee
1	FITZ-1	5,571,191	11/5/1996			06/405199	3/16/1995	3/16/1995	ARTIFICIAL FACET JOINT	USA	Patented	Superseded by FITZ-2		NO ACTION			NONE (reissued)	
2	FITZ-2	RE36,758	6/27/2000			09/016776	1/30/1998	3/16/1995	ARTIFICIAL FACET JOINT	USA	Patented	Issued		NO ACTION			NONE (all fees paid)	
3	MED-1	6,579,319	6/17/2003	20020065557	5/30/2002	09/725169	11/29/2000	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		7.5 YR FEES DUE (SUR 12/18/10)	8	12/17/2010 (DD 6/17/11)	MS-SOLUSCO, INC.	
4	MED-1 CON	7,041,136	5/9/2006	20030191532	10/9/2003	10/421078	4/23/2003	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		8 YR FEES DUE 5/5/13	8	5/1/2013	Facet Solutions, Inc.	
5	MED-1 CON CON	2006004449	1/5/2006	2006004449	1/5/2006	11/211849	8/24/2005	11/29/2000	FACET JOINT REPLACEMENT	USA	Examination	Appeal	Awaiting B/P/A decision	NO ACTION			WAITING (no fees paid)	Facet Solutions, Inc.
6	MED-1 CON 3	7,618,453	11/17/2009	20060004461	1/5/2006	11/219039	9/17/2005	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/17/12	4	5/17/2013	Facet Solutions, Inc.	
7	MED-1 CON 4	7,621,955	11/24/2009	20070185576	8/9/2007	11/734488	4/12/2007	11/29/2000	FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/24/12	4	5/24/2013		
12	MED-1 CIP AU			AU4275630	4/7/2005	2004275630	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	AUSTRALIA	Examination	Requested		MAINT FEES DUE	6	9/22/2010 (DD 9/22/11)	Facet Solutions, Inc.	
14.01	MED-1 CIP CH	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	SWITZERLAND	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.02	MED-1 CIP CY	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	CYPRUS	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.03	MED-1 CIP DE	60204019686	4/9/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FAZETTENGELENKERSATZ	GERMANY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.04	MED-1 CIP FR	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	FRANCE	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.05	MED-1 CIP GB	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	UNITED KINGDOM	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.06	MED-1 CIP GR	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	GREECE	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.07	MED-1 CIP HU	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	HUNGARY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.08	MED-1 CIP IE	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	IRELAND	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.09	MED-1 CIP IT	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	ITALY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.1	MED-1 CIP LI	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	LIECHTENSTEIN	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.11	MED-1 CIP LU	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	LUXEMBOURG	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.12	MED-1 CIP NL	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	NETHERLANDS	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
14.13	MED-1 CIP TR	1677711	2/25/2009	1677711	2/25/2009	04789041	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	TURKEY	Patented	Issued		MAINT FEES DUE		9/22/2010 (DD 9/30/11)		
15	MED-1 CIP JP	6,585,605	5/20/2003	2002506528	2/22/2007	2006528255	9/22/2004	9/23/2003	FACET JOINT REPLACEMENT	JAPAN	Examination	Requested		7.5 YR FEES DUE SURC 11/23/10	8	11/20/2010 (DD 5/20/11)	Facet Solutions, Inc.	
16	MED-2	6,585,605	5/20/2003	20020072800	6/13/2002	09736103	12/13/2000	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		NO ACTION			MS-SOLUSCO, INC.	
17	MED-2 CON	7,074,237	7/11/2006	2003004259	10/30/2003	10/420467	4/22/2003	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		8 YR FEES DUE 7/17/13	8	1/1/2014	MS-SOLUSCO, INC.	
18	MED-2 CON 2	7,618,455	11/17/2009	20060265069	11/25/2006	11/465659	7/10/2006	12/13/2000	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented	Issued		4 YR FEES DUE 1/17/12	4	5/17/2013	Facet Solutions, Inc.	
19	MED-2 CON 3			20100057129	3/4/2010	12616216	11/11/2009	11/11/2009	MULTIPLE FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				
21	MED-3	7,090,698	8/15/2006	20030004572	1/2/2003	10/090293	3/4/2002	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented	Issued		7.5 YR FEES DUE 8/15/13	8	2/15/2014	Facet Solutions, Inc.	
22	MED-3 CON	7,445,655	11/4/2008	20060284551	10/20/2005	11/151140	6/13/2005	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented	Issued		5 YR FEES DUE 11/4/13	4	5/4/2012	Facet Solutions, Inc.	
23	MED-3 CON 2	IMDS	10/29/2009	20090082871	3/26/2009	12262341	10/91/2008	3/2/2001	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				
25	MED-3 AU	2003228821	10/29/2009	AU3228821	11/26/2004	2003228821	5/2/2003	5/2/2003	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	AUSTRALIA	Patented	Issued		8 YR FEES DUE 7/17/13	8	5/2/2011	MediLineLogix, Inc.	
26	MED-3 CA	2,525,463	3/17/2009	CA2525463	11/19/2004	2525463	5/2/2003	5/2/2003	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	CANADA	Patented	Issued		8 YR FEES DUE 7/6/13	8	5/2/2011	Facet Solutions, Inc.	
27	MED-4	6,419,703	7/16/2002	09797309	2/27/2003	10196716	3/1/2001	3/1/2001	METHOD AND APPARATUS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued		13 YR FEES DUE 7/6/13	12	1/16/2014	MS-SOLUSCO, INC.	
28	MED-4 CON	6,502,580	6/7/2005	20030040797	2/27/2003	10196716	7/16/2002	3/1/2001	POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued		8 YR FEE DUE 6/7/12	8	12/7/2012		
31	FSH02 INPROV	7,588,500	9/15/2009	20050131546	6/16/2005	10660778	6/2/2004	2/17/2004	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPOSITION SURFACE AND BONE BEHIND METHODS OF USE	USA	Patented	Issued		4 YR FEE DUE 8/15/12	4	3/15/2013	Facet Solutions, Inc.	
32	FSH02 DIV	JB		20090303459	1/29/2009	12240047	9/23/2008	2/17/2004	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPOSITION SURFACE AND BONE BEHIND METHODS OF USE	USA	Examination	Active	NOTICE OF ALLOW 11/23/10	Reseise Due 2/28/11				
34	FSH02 AU			AU5214933	9/1/2005	2005214933	2/17/2005	2/17/2005	SPINAL FACET JOINT IMPLANT	AUSTRALIA	Examination	Requested		5 YR FEES DUE 2/28/11	6	2/17/2011	Facet Solutions, Inc.	
35	FSH02 CA			CA2556564	9/17/2005	2556564	2/17/2005	2/17/2005	SPINAL FACET JOINT IMPLANT	CANADA	Examination	Requested		5 YR FEES DUE 2/28/11	6	2/17/2011	Facet Solutions, Inc.	
36	FSH02 EP			1715920	11/22/2005	05723164	2/17/2005	2/17/2005	SPINAL FACET JOINT IMPLANT	EUROPE	Examination	Requested		7 YR FEES DUE 2/28/11	7	2/17/2011	Facet Solutions, Inc.	

PATENT

Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Response Due Date - Final	Next Maintenance or Annulment Fee	Next Fee Due Date - Normal	Assignee
37	FSI-02 JP FSI-03 NP/ROV	IMDS 7,588,578	9/15/2009	20070016296	12/13/2007	2006-554,189	8/17/2006	2/17/2004	SPINAL FACET JOINT IMPLANT	JAPAN	Examination	Requested Appeal	Awaiting BPAI decision			WAITING for BPAI decision	Facet Solutions, Inc. Facet Solutions, Inc.
39	FSI-03 DIV	IMDS 7,588,578	7/13/2010	20080024167	1/22/2009	12240070	9/29/2008	2/17/2004	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Examination	Appeal	Awaiting Office Action				
40	FSI-04 DIV	IMDS 7,588,578	7/13/2010	20080024168	6/16/2005	10860495	6/2/2004	2/17/2004	LINKED BILATERAL SPINAL FACET IMPLANTS AND METHODS OF USE	USA	Patented	Issued			4	7/13/2014	Facet Solutions, Inc.
42	FSI-04 DIV	IMDS 7,588,578	7/13/2010	20080024169	6/16/2005	10860495	6/2/2004	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active		46/11 (1/6/11)			
43	FSI-04 CON	IMDS 7,588,578	7/13/2010	20080024170	8/9/2007	11794502	4/12/2007	2/17/2004	USED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active					
44	FSI-04 CON DIV	IMDS 7,588,578	7/13/2010	20080024171	1/22/2009	12240281	9/29/2008	2/17/2004	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Examination	Active		46/11 (1/6/11)			
45	FSI-05	JB		20050131537	6/16/2005	10860487	6/2/2004	2/17/2004	SPINAL FACET JOINT IMPLANT	USA	Examination	Active		47/311 (2/21/3/10)			Facet Solutions, Inc.
47	FSI-05 DIV	IMDS		20080030461	1/29/2009	12240320	9/29/2008	2/17/2004	SPINAL FACET JOINT IMPLANT	USA	Examination	Active					
48	FSI-07	7,507,242	3/24/2009	20050273167	12/8/2005	10990191	11/15/2004	6/2/2004	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Patented	Issued			4	9/24/2012	Facet Solutions, Inc.
55	FSI-08	7,588,578	9/15/2009	20070016296	1/18/2007	10989971	11/15/2004	6/2/2004	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented	Issued			4	3/15/2013	Facet Solutions, Inc.
56	FSI-09 DIV	7,815,648	10/19/2010	20080024195	1/22/2009	12240457	9/29/2008	6/2/2004	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented	Issued			4	4/22/2014	Facet Solutions, Inc.
60	FSI-10	JB		20060200149	9/7/2006	11063941	2/22/2005	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	USA	Examination	Active		47/311 (1/3/11)			Facet Solutions, Inc.
62	FSI-10 AU	IMDS		AU6256866	8/31/2006	2066216866	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	AUSTRALIA	Examination	Requested			5	2/21/2011	Facet Solutions, Inc.
63	FSI-10 CA	IMDS		CA2589896	8/31/2006	2598986	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	CANADA	Examination	Filed			5	2/21/2011	Facet Solutions, Inc.
64	FSI-10 EP	IMDS		1856807	8/31/2006	06735569	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	EUROPE	Examination	Requested			6	2/21/2011	Facet Solutions, Inc.
65	FSI-10 JP	IMDS		2008-531121	8/14/2008	2007-557093	2/21/2006	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	JAPAN	Examination	Requested					
66	FSI-11	7,722,647	5/25/2010	20070016296	9/21/2007	11079755	3/14/2005	3/14/2005	APPARATUS AND METHOD FOR POSTERIOR STABILIZATION	USA	Patented	Issued			1/41/900	5/25/2014	Facet Solutions, Inc.
67	FSI-12	7,566,345	7/28/2009	20080068802	4/2/2009	11083970	3/19/2005	3/1/2001	PROSTHESES FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented	Issued			4	1/28/2013	Facet Solutions, Inc.
68	FSI-12 CON	IMDS		20080068802	4/2/2009	12328894	12/4/2008	3/1/2001	PROSTHESES FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Examination	Active		21/711 (11/17/10)			
70	FSI-13 NP/ROV	7,758,581	7/20/2010	2006021728	9/28/2006	11398389	3/24/2006	3/28/2005	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Patented	Issued			4	7/20/2014	Facet Solutions, Inc.
73	FSI-15	IMDS		20060217034	9/21/2006	11312323	12/19/2005	2/22/2005	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS WITH INDEPENDENT LOCKING	USA	Examination	Active					
75	FSI-17	IMDS		20070167946	7/19/2007	11463513	8/9/2006	1/9/2006	APPARATUS AND METHOD FOR MULTIPLE LEVEL SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Examination	Active					
76	FSI-17 DIV	IMDS		20080024169	1/22/2009	12240512	9/29/2008	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Examination	Active					
78	FSI-17 AU	IMDS		AU7266072	7/28/2007	2007206072	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	AUSTRALIA	Examination	Filed		11/17/2010	5	1/8/2012	Facet Solutions, Inc.
79	FSI-17 CA	IMDS		CA2636676	7/28/2007	2636676	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	CANADA	Examination	Filed			4	1/10/2011	Facet Solutions, Inc.
80	FSI-17 EP	IMDS		1973484	10/1/2008	07709987	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	EUROPE	Examination	Requested			5	1/8/2011	Facet Solutions, Inc.
81	FSI-17 JP	IMDS		2008-520571	6/25/2009	2008-551494	1/9/2007	1/9/2006	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	JAPAN	Examination	Requested					
82	FSI-18	IMDS		20060217718	9/28/2006	11350179	2/7/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Examination	Active		3/16/11 (12/16/10)			Facet Solutions, Inc.
84	FSI-18 AU	IMDS		AU6230077	10/5/2006	3/27/2011	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	AUSTRALIA	Examination	Requested			5	3/27/2011	Facet Solutions, Inc.
85	FSI-18 CA	IMDS		CA2602508	10/5/2006	2602508	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	CANADA	Examination	Filed			5	3/28/2011	Facet Solutions, Inc.
86	FSI-18 EP	IMDS		1853412	12/12/2007	05739716	3/27/2006	3/28/2005	APPARATUS AND METHOD FOR CROSSLINKING	EUROPE	Examination	Requested			6	3/27/2011	Facet Solutions, Inc.
87	FSI-18 JP	IMDS		2008-534136	8/28/2008	2008-504423	3/27/2006	3/28/2005	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	JAPAN	Examination	Requested					
89	FSI-19	IMDS		20080167688	7/10/2008	11972158	1/10/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	USA	Examination	Active					
91	FSI-19 AU	IMDS		AU8204784	7/17/2008	208204784	1/10/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	AUSTRALIA	Examination	Filed			5	1/10/2013	Facet Solutions, Inc.
92	FSI-19 CA	IMDS		2878937	7/17/2008	7820397	7/27/2007	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	CANADA	Examination	Filed			3	1/10/2011	Facet Solutions, Inc.
93	FSI-19 EP	IMDS		2114273	7/17/2008	06705653	7/27/2007	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	EUROPE	Examination	Requested			4	1/10/2011	Facet Solutions, Inc.
94	FSI-19 JP	IMDS		20080275507	11/6/2008	2008-045681	7/10/2008	1/10/2007	TAPER-LOCKING FIXATION SYSTEM	JAPAN	Filed						
96	FSI-20	IMDS		20080275507	11/6/2008	12104726	4/17/2008	4/17/2007	FACET JOINT REPLACEMENT	USA	Examination	Active					
108	FSI-30	IMDS		20080221622	9/11/2008	12104855	4/17/2008	9/28/2007	FACET JOINT REPLACEMENT	USA	Examination	Active					
110	FSI-31	IMDS		20080313484	1/25/2008	12201046	8/29/2008	11/22/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active					
111.1	FSI-31 AU	IMDS		20080305739	8/29/2008	2008305739	8/29/2008	9/27/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	AUSTRALIA	Examination	Filed			5	8/29/2013	Facet Solutions, Inc.

**PATENT**

Sort #	Docket No.	Patent No.	Issue Date	Pub. No.	Pub. Date	App. No.	App. Date	Priority Date	Title	Country	Status	Sub Status	Comment	Current Action	Current Response Due Date - Final	Next Maintenance or Annuity Fee	Next Fee Due Date - Normal	Assignee
111.2	FSI-31, CA			2203122	4/2/2009	08638683	8/29/2008	9/27/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	CANADA	Not Filed	Entered by 3/27/11						Facet Solutions, Inc.
111.3	FSI-31, EP								SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	EUROPE	Examination	Requested		MAINT FEE DUE 2/3/11				Facet Solutions, Inc.
114	FSI-33	IMDS		20080319485	12/25/2008	12/201086	8/29/2008	11/2/2007	SYSTEM AND METHOD FOR IMPLANT ANCHORAGE WITH ANTI-ROTATION FEATURES	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
117	FSI-34, PCT					PCT/US2009/066781	12/4/2009	12/3/2009	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	PCT	Examination	Filed						
120	FSI-36	IMDS		20080319488	12/25/2008	12/201128	8/29/2008	11/7/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
122	FSI-37	IMDS		20080319483	12/25/2008	12/201148	8/29/2008	12/17/2007	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT WITH DETACHABLE COUPLER	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
124	FSI-38	IMDS		20080319489	12/25/2008	12/201171	8/29/2008	12/21/2007	SYSTEM AND METHOD FOR BONE ANCHORAGE	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
131	FSI-45	IMDS		2008072566	1/8/2009	12/201198	8/29/2008	8/29/2008	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Examination	Active		NO ACTION				Facet Solutions, Inc.
136	FSI-50	IMDS		20100076483	3/25/2010	12/630441	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				
139	FSI-53	IMDS		20100082107	4/1/2010	12/630534	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				
140	FSI-54	IMDS		20100087880	4/8/2010	12/630566	12/3/2009		FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Examination	Active		NO ACTION				

Facet Solutions Worldwide Patent Portfolio						
Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
2001012295	1012295	2001012295	10002-701.AU1	FACET ARTHROPLASTY DEVICES AND METHODS	AUSTRALIA	Patented
2003228821	3228821	2003228821	MED-3 AU	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	AUSTRALIA	Patented
2003238834	3238834	2003238834	10002-701.AU3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	AUSTRALIA	Patented
	4275830	2004275830	MED-1 CIP AU	FACET JOINT REPLACEMENT	AUSTRALIA	Pending
	5214933	2005214933	FSI-02 AU	SPINAL FACET JOINT IMPLANT	AUSTRALIA	Pending
	6216866	2006216866	FSI-10 AU	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	AUSTRALIA	Pending
	6230077	2006230077	FSI-18 AU	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	AUSTRALIA	Pending
	7206072	2007206072	FSI-17 AU	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	AUSTRALIA	Pending
	8204784	2008204784	FSI-19 AU	TAPER-LOCKING FIXATION SYSTEM	AUSTRALIA	Pending
		2004241945	10002-704.AU1	PROSTHESES, TOOLS AND METHODS	AUSTRALIA	Pending
		2004241946	10002-702.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT SURFACES	AUSTRALIA	Pending
		2004258829	10002-703.AU1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	AUSTRALIA	Pending
		2004323518	10002-705.AU1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	AUSTRALIA	Pending
		2005277363	10002-722.AU1	ARTHROPLASTY DEVICES, SPING STABILIZATION SYSTEMS, AND METHODS	AUSTRALIA	Pending
		2005277375	10002-707.AU3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	AUSTRALIA	Pending
		2005299739	10002-701.AU4	FACET JOINT PROSTHESES	AUSTRALIA	Pending
		2005307005	10002-707.AU2	CROSSBAR SPINAL PROSTHESIS HAVING MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	AUSTRALIA	Pending
		2006227019	10002-731.AU1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	AUSTRALIA	Pending
		2006294610	10002-711.AU2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	AUSTRALIA	Pending
	5251700	2005251700	FSI-07 AU	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	AUSTRALIA	Abandoned
		2003210887	10002-701.AU2	FACET ARTHROPLASTY DEVICES AND METHODS	AUSTRALIA	Abandoned
		2005237470	10002-707.AU1	ANTI-ROTATION FIXATION ELEMENT FOR SPINAL PROSTHESES	AUSTRALIA	Abandoned
		2005240012	10002-711.AU1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	AUSTRALIA	Abandoned
		2005240129	10002-718.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	AUSTRALIA	Abandoned
		PI0417645-6	10002-705.BR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	BRAZIL	Pending
2,386,504	2,386,504	2,386,504	10002-701.CA1	FACET ARTHROPLASTY DEVICES AND METHODS	CANADA	Patented
2,525,463	2,525,463	2,525,463	MED-3 CA	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	CANADA	Patented
	2,556,564	2,556,564	FSI-02 CA	SPINAL FACET JOINT IMPLANT	CANADA	Pending
	2,568,922	2,568,922	FSI-07 CA	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	CANADA	Pending
	2,598,896	2,598,896	FSI-10 CA	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	CANADA	Pending
	2,602,508	2,602,508	FSI-18 CA	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	CANADA	Pending
	2,636,676	2,636,676	FSI-17 CA	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	CANADA	Pending
		2,585,120	10002-701.CA4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,485,514	10002-701.CA3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,531,593	10002-703.CA1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	CANADA	Pending
		2,548,545	10002-705.CA1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	CANADA	Pending
		2,563,977	10002-718.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	CANADA	Pending
		2,576,636	10002-722.CA1	ARTHROPLASTY DEVICES, SPING STABILIZATION SYSTEMS, AND METHODS	CANADA	Pending
		2,585,135	10002-707.CA2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	CANADA	Pending
		2,602,255	10002-731.CA1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	CANADA	Pending
		2,623,896	10002-711.CA2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	CANADA	Pending
		2,675,037	FSI-19 CA	TAPER-LOCKING FIXATION SYSTEM	CANADA	Pending

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	2,539,119	2,539,119	MED-1 CIP CA	FACET JOINT REPLACEMENT	CANADA	Provisionally Abandoned
		2,524,022	10002-704.CA1	PROSTHESES, TOOLS AND METHODS	CANADA	Provisionally Abandoned
		2,524,810	10002-702.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET	CANADA	Provisionally Abandoned
		2,562,093	10002-707.CA1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	CANADA	Provisionally Abandoned
		2,563,079	10002-711.CA1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	CANADA	Provisionally Abandoned
		2,576,958	10002-707.CA3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	CANADA	Provisionally Abandoned
	101027006	200580032479	10002-722.CN1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	CHINA	Pending
	101180012	200680015503	10002-731.CN1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	CHINA	Pending
	1997327	200480040521	10002-705.CN1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	CHINA	Abandoned
	1787795	200480013134	10002-704.CN1	PROSTHESES, TOOLS AND METHODS	CHINA	Abandoned
1223872	1223872	00973828	10002-701.EP1	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Patented
1475058	1475058	04077299	10002-701.EP5	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Patented
1677711	1677711	04789041	MED-1 CIP EP	FACET JOINT REPLACEMENT	EUROPE	Patented
	1555965	03734292	10002-701.EP3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1622550	04750049	10002-702.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1628600	04785473	10002-704.EP1	PROSTHESES, TOOLS AND METHODS	EUROPE	Pending
	1648353	04753580	10002-703.EP1	PROSTHESES AND TOOLS FOR REPLACMENT OF NATURAL FACET JOINTS	EUROPE	Pending
	1715820	05723164	FSI-02 EP	SPINAL FACET JOINT IMPLANT	EUROPE	Pending
	1732477	04822229	10002-705.EP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	EUROPE	Pending
	1744710	05735615	10002-707.EP1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	EUROPE	Pending
	1755499	05745561	10002-718.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1755503	05736283	10002-711.EP1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	EUROPE	Pending
	1784147	05790406	10002-707.EP3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	EUROPE	Pending
	1793753	05788632	10002-722.EP1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	EUROPE	Pending
	1807026	05816002	10002-701.EP4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	EUROPE	Pending
	1809214	05851247	10002-707.EP2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	EUROPE	Pending
	1850807	06735569	FSI-10 EP	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	EUROPE	Pending
	1854433	07075705	10002-701.EP6	FACET ARTHROPLASTY DEVICES AND METHODS	EUROPE	Pending
	1863412	06739716	FSI-18 EP	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	EUROPE	Pending
	1865891	06739304	10002-731.EP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	EUROPE	Pending
	1928366	06815178	10002-711.EP2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INSTRUMENT AND METHODS	EUROPE	Pending
	1973484	07709987	FSI-17 EP	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	EUROPE	Pending
	2114273	08705833	FSI-19 EP	TAPER-LOCKING FIXATION SYSTEM	EUROPE	Pending
	2155122	08747811	10002-731.EP2	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	EUROPE	Pending
	1778138	05751842	FSI-07 EP	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	EUROPE	Abandoned
	176148	176148	10002-705.IL1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	ISRAEL	Pending
	2006-528533	2006-532394	10002-704.JP1	PROSTHESES, TOOLS AND METHODS	JAPAN	Pending
	2007-506528	2006-528255	MED-1 CIP JP	FACET JOINT REPLACEMENT	JAPAN	Pending
	2007-513742	2006-545765	10002-705.JP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	JAPAN	Pending
	2007-535973	2006-554189	FSI-02 JP	SPINAL FACET JOINT IMPLANT	JAPAN	Pending
	2008-510518	2007-528022	10002-722.JP1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	JAPAN	Pending
	2008-531121	2007-557091	FSI-10 JP	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	JAPAN	Pending
	2008-534136	2008-504221	FSI-18 JP	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	JAPAN	Pending
	2009-523571	2008-551494	FSI-17 JP	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	JAPAN	Pending
		2009-545681	FSI-19 JP	TAPER-LOCKING FIXATION SYSTEM	JAPAN	Pending

**PATENT**

**REEL: 035021 FRAME: 0698**



Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
	2008-534063	2008-503143	10002-731.JP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	JAPAN	Abandoned
		10-2006-7014209	10002-705.KR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	KOREA, SOUTH	Pending
		10-2007-7006279	10002-722.KR1	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	KOREA, SOUTH	Pending
		10-2005-7021681	10002-704.KR1	PROSTHESES, TOOLS AND METHODS	KOREA, SOUTH	Abandoned
	WO2009042349	PCT/US2008/074810	FSI-31 PCT	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	PCT	Pending
		PCT/US2009/066761	FSI-34 PCT	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	PCT	Pending
	WO2004098465	PCT/US2003/013764	MED-3 PCT	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	PCT	Expired
	WO2007106573	PCT/US2007/006567	10002-735.601	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	PCT	Expired
	WO2007126428	PCT/US2006/048718	10002-707.604	ARTHROPLASTY REVISION SYSTEM AND METHOD	PCT	Expired
	WO2008019397	PCT/US2007/075730	10002-736.601	CONNECTION FOR DYNAMIC SPINE PROSTHESIS	PCT	Expired
	WO2001030248	PCT/US2000/029347	10002-701.601	FACET ARTHROPLASTY DEVICES AND METHODS	PCT	Expired
	WO2003101350	PCT/US2003/017094	10002-701.603	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2004071358	PCT/US2003/003620	10002-701.602	FACET ARTHROPLASTY DEVICES AND METHODS	PCT	Expired
	WO2004103227	PCT/US2004/011113	10002-704.601	PROSTHESES, TOOLS AND METHODS	PCT	Expired
	WO2004103228	PCT/US2004/0111335	10002-702.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2005009301	PCT/US2004/016774	10002-703.601	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	PCT	Expired
	WO2005030087	PCT/US2004/031488	FSI-06 (PCT) [MED-1 CIP PCT]	FACET JOINT REPLACEMENT	PCT	Expired
	WO2005079426	PCT/US2005/004951	FSI-09 (PCT) [FSI-02 PCT]	SPINAL FACET JOINT IMPLANT	PCT	Expired
	WO2005104998	PCT/US2005/013201	10002-707.601	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	PCT	Expired
	WO2005107655	PCT/US2005/015347	10002-718.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2005107657	PCT/US2005/012080	10002-711.601	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	PCT	Expired
	WO2005120401	PCT/US2005/018127	FSI-07 PCT	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	PCT	Expired
	WO2006023671	PCT/US2005/029441	10002-722.601	ARTHROPLASTY DEVICES, SPING STABILIZATIONN SYSTEMS, AND METHODS	PCT	Expired
	WO2006023683	PCT/US2005/029476	10002-707.603	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	PCT	Expired
	WO2006033659	PCT/US2004/041539	10002-705.601	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	PCT	Expired
	WO2006047363	PCT/US2005/038087	10002-701.604	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT	Expired
	WO2006055186	PCT/US2005/038335	10002-707.602	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	PCT	Expired
	WO2006091539	PCT/US2006/005975	FSI-10 PCT	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	PCT	Expired
	WO2006102443	PCT/US2006/010454	10002-731.601	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT	Expired
	WO2006104999	PCT/US2006/011071	FSI-18 PCT	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	PCT	Expired
	WO2006105000	PCT/US2006/011072	FSI-13 PCT	POLYAXIAL REAMING APPARATUS AND METHOD	PCT	Expired
	WO2007038261	PCT/US2006/036969	10002-711.602	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	PCT	Expired
	WO2007084810	PCT/US2007/060218	FSI-17 PCT	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	PCT	Expired
	WO2008022202	PCT/US2007/076012	10002-741.601	SPINAL IMPLANT	PCT	Expired
	WO2008022206	PCT/US2007/076017	10002-741.600	SPINAL IMPLANT	PCT	Expired
	WO2008086467	PCT/US2008/050739	FSI-19 PCT	TAPER-LOCKING ROD FIXATION SYSTEM	PCT	Expired
	WO2008137955	PCT/US2008/062948	10002-731.602	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT	Expired
5,571,191		08/405199	FITZ-1	ARTIFICIAL FACET JOINT	USA	Patented
RE36,758		09/016776	FITZ-2	ARTIFICIAL FACET JOINT	USA	Patented
6,419,703	--	09/797309	MED-4	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented
6,565,605	20020072800	09/736103	MED-2	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented
6,579,319	20020065557	09/726169	MED-1	FACET JOINT REPLACEMENT	USA	Patented
6,610,091	--	09/693272	10002-701.201	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
6,811,567	20020123806	10/067137	10002-701.501	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
6,902,580	20030040797	10/196716	MED-4 CON	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented

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Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
6,949,123	20040049272	10/657844	10002-701.408	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
6,974,478	20030028250	10/158563	10002-701.502	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
7,041,136	20030191532	10/421078	MED-1 CON	FACET JOINT REPLACEMENT	USA	Patented
7,051,451	20050235508	10/831651	10002-711.201	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Patented
7,074,237	20030204259	10/420467	MED-2 CON	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented
7,074,238	20050010291	10/615417	10002-703.201	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	USA	Patented
7,087,084	20040111154	10/657866	10002-701.402	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
7,090,698	20030004572	10/090293	MED-3	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented
7,290,347	20060184180	11/278349	10002-711.301	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Patented
7,406,775	20060085072	11/236323	10002-711.501	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	USA	Patented
7,445,635	20050234551	11/151140	MED-3 CON	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Patented
7,507,242	20050273167	10/990191	FSI-07	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Patented
7,566,345		11/083710	FSI-12	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Patented
7,588,578	20070016296	10/989971	FSI-08	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Patented
7,588,590	20050131545	10/860778	FSI-02 NPROV	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPPOSITION SURFACE AND BONE BED AND METHODS OF USE	USA	Patented
7,608,104	20050143818	10/973834	10002-702.501	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
7,608,106	20060100709	11/275448	10002-701.308	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Patented
7,618,453	20060004451	11/219099	MED-1 CON 3	FACET JOINT REPLACEMENT	USA	Patented
7,618,455	20060265069	11/456509	MED-2 CON 2	MULTIPLE FACET JOINT REPLACEMENT	USA	Patented
7,621,955	20070185576	11/734488	MED-1 CON 4	FACET JOINT REPLACEMENT	USA	Patented
7,674,293	20050240266	11/071541	10002-707.502	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Patented
7,691,145	20050119748	10/974009	10002-701.504	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Patented
	20040006391	10/615727	10002-701.401	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049274	10/658089	10002-701.409	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049275	10/658449	10002-701.407	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049278	10/658651	10002-701.410	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20040049281	10/657837	10002-701.406	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050131409	10/860495	FSI-04	LINKED BILATERAL SPINAL FACET IMPLANTS AND METHODS OF USE	USA	Pending
	20050131537	10/860487	FSI-05	SPINAL FACET JOINT IMPLANT	USA	Pending
	20050131538	10/860543	FSI-03 NPROV	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Pending
	20050137706	10/950181	10002-701.413	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050149190	10/950169	10002-701.415	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20050240264	10/831657	10002-707.201	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	USA	Pending
	20060004449	11/211849	MED-1 CON CON	FACET JOINT REPLACEMENT	USA	Pending
	20060041311	11/207991	10002-723.201	DEVICES AND METHODS FOR TREATING FACET JOINTS	USA	Pending
	20060052785	11/206662	10002-722.201	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	USA	Pending
	20060085075	11/244420	10002-729.201	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20060100707	11/275447	10002-703.301	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20060149375	11/276541	10002-704.301	PROSTHESES, TOOLS AND METHODS	USA	Pending
	20060200149	11/063941	FSI-10	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS	USA	Pending
	Non Pub Req	11/079755	FSI-11	APPARATUS AND METHOD FOR POSTERIOR STABILIZATION	USA	Pending
	20060212034	11/312323	FSI-15	POLYAXIAL ORTHOPEDIC FASTENING APPARATUS WITH INDEPENDENT LOCKING MODES	USA	Pending
	20060217718	11/350179	FSI-18	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Pending

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	20060217728	11/388389	FSI-13 NPROV	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Pending
	20060265070	11/460934	10002-703.302	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Pending
	20070167946	11/463513	FSI-17	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20070168029	11/636252	10002-704.302	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	USA	Pending
	20070185492	11/734502	FSI-04 CON	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20070233256	11/724927	10002-735.201	FACET JOINT REPLACEMENT	USA	Pending
	20070265706	11/746027	10002-701.310	ARTHROPLASTY REVISION SYSTEM AND METHOD	USA	Pending
	20070270967	11/670292	MED-1 CON CIP 2	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20070276374	11/642417	10002-707.505	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20070282445	11/839434	10002-701.313	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080015583	11/775174	10002-701.312	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080015585	11/800895	10002-731.501	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	USA	Pending
	20080015696	11/824012	10002-701.311	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080046083	11/838358	10002-741.200	SPINAL IMPLANT	USA	Pending
	20080082171	11/577964	10002-707.302	CROSSBAR SPINAL PROSTHESIS HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	USA	Pending
	20080086213	11/943458	10002-701.317	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091200	11/948973	10002-707.305	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091201	11/956961	10002-701.325	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091202	11/957061	10002-701.327	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091204	11/948994	10002-707.304	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091205	11/957303	10002-707.306	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Pending
	20080091210	11/934713	10002-701.315	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080091268	11/939540	10002-701.316	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097437	11/949000	10002-701.319	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097438	11/957175	10002-701.323	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097439	11/957208	10002-701.321	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097609	11/949007	10002-701.318	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097612	11/957149	10002-701.326	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080097613	11/957259	10002-701.328	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080103501	11/837335	10002-736.201	ANGLED WASHER POLYAXIAL CONNECTION FOR DYNAMIC SPINE PROSTHESIS	USA	Pending
	20080119845	11/861239	10002-739.201	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	USA	Pending
	20080125814	12/027899	10002-702.401	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080132951	11/948963	10002-701.320	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending
	20080140121	11/952988	10002-729.304	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080167688	11/972158	FSI-19	TAPER-LOCKING FIXATION SYSTEM	USA	Pending
	20080177308	11/934720	10002-729.302	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080177309	11/934724	10002-729.301	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20080177310	12/016177	10002-701.417	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20080177332	12/058403	10002-705.301	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	USA	Pending
	20080200953	11/577872	10002-701.US4	FACET JOINT PROSTHESES	USA	Pending
	20080221622	12/104855	FSI-30	FACET JOINT REPLACEMENT	USA	Pending
	20080249568	11/577923	10002-707.US2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	USA	Pending
	20080275505	12/163738	10002-704.303	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Pending

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	20080275507	12/104726	FSI-20	FACET JOINT REPLACEMENT	USA	Pending
	20080287959	12/099068	10002-711.502	SYSTEM AND METHODS FOR ORTHOPEDIC DEVICE COMPONENT SELECTION	USA	Pending
	20080292161	12/186461	10002-711.401	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	USA	Pending
	20080319483	12/201148	FSI-37	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT WITH DETACHABLE COUPLER	USA	Pending
	20080319484	12/201046	FSI-31	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20080319485	12/201086	FSI-33	SYSTEM AND METHOD FOR IMPLANT ANCHORAGE WITH ANTI-ROTATION FEATURES	USA	Pending
	20080319488	12/201128	FSI-36	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20080319489	12/201171	FSI-38	SYSTEM AND METHOD FOR BONE ANCHORAGE	USA	Pending
	20090012566	12/201198	FSI-45	SYSTEM AND METHOD FOR FACET JOINT REPLACEMENT	USA	Pending
	20090018585	12/176280	10002-701.418	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Pending
	20090024134	12/240412	FSI-07 DIV	SURGICAL MEASUREMENT AND RESECTION FRAMEWORK	USA	Pending
	20090024135	12/240457	FSI-08 DIV	SURGICAL MEASUREMENT SYSTEMS AND METHODS	USA	Pending
	20090024167	12/240070	FSI-03 DIV	SPINAL FACET IMPLANTS WITH MATING ARTICULATING BEARING SURFACE AND METHODS OF USE	USA	Pending
	20090024168	12/240281	FSI-04 CON DIV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20090024169	12/240512	FSI-17 DIV	SYSTEM AND METHOD FOR MULTIPLE LEVEL FACET JOINT ARTHROPLASTY AND FUSION	USA	Pending
	20090024219	11/934719	10002-729.303	POLYMERIC JOINT COMPLEX AND METHODS OF USE	USA	Pending
	20090030459	12/240047	FSI-02 DIV	SPINAL FACET IMPLANT WITH SPHERICAL IMPLANT APPPOSITION SURFACE AND BONE BED AND METHODS OF USE	USA	Pending
	20090030460	12/240244	FSI-04 DIV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Pending
	20090030461	12/240320	FSI-05 DIV	SPINAL FACET JOINT IMPLANT	USA	Pending
	20090082871	12/262341	MED-3 CON 2	METHOD AND APPARATUS FOR SPINE JOINT REPLACEMENT	USA	Pending
	20090088802	12/328964	FSI-12 CON	PROSTHESIS FOR THE REPLACEMENT OF A POSTERIOR ELEMENT OF A VERTEBRA	USA	Pending
	20100076493	12/630441	FSI-50	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
	20100082107	12/630534	FSI-53	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/377546	10002-741.US0	SPINAL IMPLANT	USA	Pending
		12/377552	10002-741.US1	SPINAL IMPLANT	USA	Pending
		12/616216	MED-2 CON 3	MULTIPLE FACET JOINT REPLACEMENT	USA	Pending
		12/630207	FSI-34	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630286	FSI-46	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630327	FSI-47	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630387	FSI-48	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630411	FSI-49	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630467	FSI-51	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630501	FSI-52	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
		12/630566	FSI-54	FACET JOINT REPLACEMENT INSTRUMENTS AND METHODS	USA	Pending
	20040049273	10/657907	10002-701.405	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040049276	10/658499	10002-701.403	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040049277	10/658507	10002-701.411	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20040230201	10/438295	10002-702.201	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20040230304	10/438294	10002-704.201	PROSTHESES, TOOLS AND METHODS	USA	Abandoned
	20050027361	10/885891	10002-701.506	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050043799	10/961726	10002-701.416	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned

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Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
	20050080486	10/687865	MED-1 CON CIP	FACET JOINT REPLACEMENT	USA	Abandoned
	20050131406	10/737705	10002-705.201	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	USA	Abandoned
	20050137705	10/949887	10002-701.414	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050234552	11/156046	10002-701.303	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050240265	10/973939	10002-707.501	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20050251256	10/658515	10002-701.404	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20050261770	11/122271	10002-707.503	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20050267579	11/197679	10002-701.304	IMPLANTABLE DEVICE FOR FACET JOINT REPLACEMENT	USA	Abandoned
	20050283238	11/140263	10002-701.302	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009847	11/222609	10002-701.307	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009848	11/222622	10002-701.306	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060009849	11/223881	10002-701.305	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20060058791	11/206676	10002-707.504	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	USA	Abandoned
	20060079895	11/140570	10002-726.201	METHODS AND DEVICES FOR IMPROVED BONDING OF DEVICES TO BONE	USA	Abandoned
	20070079517	11/635907	10002-711.302	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	USA	Abandoned
	20070088358	11/277223	10002-731.201	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	USA	Abandoned
	20070093833	11/635853	10002-707.301	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	USA	Abandoned
	20070255411	11/750981	10002-701.309	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Abandoned
	20080045954	11/831870	10002-701.314	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20080097440	11/957315	10002-701.322	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
	20080097446	11/957290	10002-701.324	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Abandoned
		11/577967	10002-707.303	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PATHOLOGIES	USA	Abandoned
		60/160891	10002-701.101	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Expired
		60/273031	MED-3 PROV	TOTAL SPINE JOINT REPLACEMENT	USA	Expired
		60/505199	MED-1 CIP PROV	FACET JOINT REPLACEMENT	USA	Expired
		60/528726	FSI-01 PROV	GUIDE WIRE INSTRUMENT FOR SPINAL IMPLANT PREPARATION	USA	Expired
		60/545094	FSI-03 PROV	SPHERICAL ARTICULATING IMPLANT SURFACE	USA	Expired
		60/545101	FSI-02 PROV	SPHERICAL IMPLANT AND BONE BED	USA	Expired
		60/565717	FSI-04 PROV	LINKED BILATERAL SPINAL FACET SUPERIOR AND INFERIOR IMPLANTS AND METHODS OF USE	USA	Expired
		60/567933	10002-718.101	SPINAL PROSTHESIS FOR FACET JOINT REPLACEMENT	USA	Expired
		60/567972	10002-719.101	SPINAL PROSTHESES FOR FACET JOINT REPLACEMENT	USA	Expired
		60/602826	10002-722.101	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/602827	10002-721.101	ARTICULATING MECHANISM LOCKING DEVICE	USA	Expired
		60/602828	10002-725.101	PEDICLE STEM WITH EXPANDABLE HEAD	USA	Expired
		60/602829	10002-723.101	INLAY ARTICULATION FOR REPLACEMENT	USA	Expired
		60/602964	10002-724.101	FACET OR JOINT CAPSULE DEVICE	USA	Expired
		60/614712	10002-726.101	NOVEL ANCHOR FIXATION TO THE PEDICLE	USA	Expired
		60/642250	10002-701.104	BEARING SURFACE PRELOADER	USA	Expired
		60/642321	10002-701.105	COMPONENT SELECTION INSTRUMENT	USA	Expired
		60/643556	10002-701.103	MOTION LOCK CABLE DEVICE	USA	Expired
		60/650302	10002-701.102	FACET JOINT REPLACEMENT TOOLS	USA	Expired
		60/664441	10002-731.101	MINIMALLY INVASIVE FACET REPLACEMENT	USA	Expired
		60/666201	FSI-14 (PROV)	FACET JOINT IMPLANT CROSSLINKING APPARATUS AND METHOD	USA	Expired
		60/666209	FSI-13 (PROV)	POLYAXIAL REAMING APPARATUS AND METHOD	USA	Expired
		60/691946	10002-722.102	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/719427	10002-732.101	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	USA	Expired
		60/752277	10002-733.101	SPINAL JOINT REPLACEMENT SYSTEMS	USA	Expired
		60/757592	FSI-16 PROV	AFR SURGICAL INSTRUMENTATION AND TECHNIQUE	USA	Expired

Patent No.	Pub. No.	App. No.	Docket No.	Title	Country	Status
		60/760863	MLI-52 PROV	MULTI-LEVEL FACET ARTHROPLASTY WITH ADJACENT LEVEL FUSION	USA	Expired
		60/777465	10002-733.102	INTERVERTEBRAL DISC AND FACET JOINT ARTHROPLASTY SYSTEM	USA	Expired
		60/782932	10002-735.101	HYBRID MULTI-LEVEL DISC/FACET ARTHROPLASTY SYSTEM	USA	Expired
		60/797879	10002-737.101	FACET REPLACEMENT SYSTEMS	USA	Expired
		60/822460	10002-741.100	SPINAL IMPLANT	USA	Expired
		60/837458	10002-736.101	CONNECTION MECHANISM FOR FACET JOINT REPLACEMENT/AGUMENTATION	USA	Expired
		60/847012	10002-738.101	MODULAR CONFIGURABLE LUMBO-SACRAL SPINAL JOINT REPLACEMENT DEVICE	USA	Expired
		60/847013	10002-739.101	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	USA	Expired
		60/884233	FSI-19 PROV	TAPER-LOCKING ROD FIXATION SYSTEM	USA	Expired
		60/912323	FSI-20 PROV	AFRS MULTI-LEVEL IMPLANT SYSTEM	USA	Expired
		60/922132	10002-740.101	CEPHALD MEASUREMENT AND TRIALING SYSTEM	USA	Expired
		60/950012	FSI-22 PROV	INFERIOR FACET IMPLANT HOLDER WITH CLAMP RETENTION	USA	Expired
		60/950021	FSI-23 PROV	MONORAIL INSTRUMENT GUIDANCE SYSTEM FOR LUMBAR SPINAL SURGERY	USA	Expired
		60/950031	FSI-24 PROV	LINEAR POLYAXIAL LOCKING MECHANISM WITH TOOL	USA	Expired
		60/950038	FSI-25 PROV	MOBILE INFERIOR FACET BEARING WITH SUPERIOR CLIP	USA	Expired
		60/957505	FSI-26 PROV	DYNAMIC STABILIZATION AND STATIC FIXATION OPTIONS FOR FACET REPLACEMENT PROSTHESIS	USA	Expired
		60/968324	FSI-21 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS	USA	Expired
		60/968925	FSI-27 PROV	SYSTEMS AND METHODS FOR LESS INVASIVE FACET JOINT REPLACEMENT	USA	Expired
		60/975731	FSI-30 PROV	MONOLITHIC INFERIOR IMPLANT STRUT WITH INTEGRAL CROSS LINK CLAMP	USA	Expired
		60/984428	FSI-35 PROV	CROSS LINK CLAMP	USA	Expired
		60/984434	FSI-34 PROV	SUPERIOR INSTRUMENT	USA	Expired
		60/984594	FSI-36 PROV	ADJUSTABLE INFERIOR FACET REPLACEMENT WITH MEDIAL-LATER SLIDE ADJUSTMENT	USA	Expired
		60/984798	FSI-31 PROV	LOW PROFILE POLYAXIAL FACET IMPLANT	USA	Expired
		60/984814	FSI-32 PROV	HINGED EYELET SCREW	USA	Expired
		60/984983	FSI-33 PROV	ADJUSTABLE FACET IMPLANT BASE PIECE	USA	Expired
		61/014344	FSI-37 PROV	INFERIOR STRUT UPDATE	USA	Expired
		61/015840	FSI-39 PROV	CERVICAL PLATE WITH FACET MOTION CONTROL	USA	Expired
		61/015866	FSI-28 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS INCLUDING POSTERIOR COMBINATION DISCS	USA	Expired
		61/015876	FSI-29 PROV	INTERVERTEBRAL DISC IMPLANT WITH FACET MOTION CONSTRAINTS AND METHODS FOR IMPLANT ALIGNMENT	USA	Expired
		61/015886	FSI-38 PROV	EYELET PEDICLE SCREW WITH MULTI-AXIAL FIXATION	USA	Expired
		61/023927	FSI-40 PROV	AFRS GENERATION II INSTRUMENTS	USA	Expired
		61/033473	FSI-41 PROV	TOP LOADING RECEIVER FOR AN ADJUSTABLE FACET REPLACEMENT	USA	Expired
		61/040041	FSI-42 PROV	FACET JOINT REPLACEMENT	USA	Expired
		61/042896	FSI-43 PROV	SPINAL FIXATION ON AN IMPLANT BASE	USA	Expired
		61/045526	FSI-44 PROV	INFERIOR BASE-SPLIT CLAMP AND MULTI-LEVEL SPLIT CLAMP	USA	Expired







Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date
345	1002-739,201	2153122	11/13/2008	05/24/811	5/17/2008	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND SYSTEMS	EUROPE	Examination	Requested	5/7/2011	12/28/10 (7/28/10)	4	5/7/2011	FSI Acquisition Spine, LLC					
351	1002-739,201	22072232266	10/4/2007	11/24/827	3/15/2007	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	USA	Examination	Active	REST ROAM	4/8/11 (1/18/10)	RESPOND	LAST OF FAMILY (US-S1)	Ficat Solutions, Inc.					
354	1002-739,201	22048010541	5/11/2008	11/837,835	8/10/2007	ANGLED WASHER PCL AXIAL CONNECTION FOR DYNAMIC SPINE RESTORATION SYSTEMS	USA	Examination	Active	REST ROAM	4/13/11 (1/12/2011)	RESPOND		Ficat Solutions, Inc.					
362	1002-741,200	22038046593	2/21/2008	11,838,818	8/14/2007	SPINE IMPLANT	USA	Examination	Active	Non-Final mailed 10/13/10	ABANDON HEWMO Chap			Ficat Solutions, Inc.					
367	1002-742,131			12/895,410	8/13/2010	FACET ARTHROPLASTY DEVICES AND METHODS	USA	Examination	Active	Non-Final mailed 11/15/10	CON of 70 L326		LAST OF FAMIL (OP-2)	Ficat Solutions, Inc.					

**EXHIBIT B**

**FORM OF PATENT ASSIGNMENT AGREEMENT**

**PATENT ASSIGNMENT AGREEMENT**

**WHEREAS**, Archus Orthopedics, Inc. a Delaware corporation ("*Assignor*"), is the owner of record of one or more inventions as described and claimed in the specifications for which patent applications were filed as follows (the "*Inventions*"):

<b>SHAY GLENN DOCKET NUMBER</b>	<b>TITLE</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
10002-722.101	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	60/602,826	8/18/2004
10002-722.102	ADJACENT LEVEL FACET ARTHROPLASTY SYSTEM	60/691,946	6/17/2005
10002-736.201	ANGLED WASHER POLYAXIAL CONNECTION FOR DYNAMIC SPINE PROSTHESIS	11/837,335	8/10/2007
10002-707.201	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	10/831,657	4/22/2004
10002-707.601	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	PCT/US2005/013201	4/18/2005
10002-707.AU1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	2005237470	4/18/2005
10002-707.CA1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	2,562,093	4/18/2005
10002-707.EP1	ANTI-ROTAION FIXATION ELEMENT FOR SPINAL PROSTHESES	05735615.6	4/18/2005
10002-722.201	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	11/206,662	8/17/2005

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-722.601	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	PCT/US05/029441	8/17/2005
10002-722.AU1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	2005277363	8/17/2005
10002-722.CA1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	2,576,636	8/17/2005
10002-722.CN1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	200580032479.6	8/17/2005
10002-722.EP1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	05788632.7	8/17/2005
10002-722.JP1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	2007-528022	8/17/2005
10002-722.KR1	ARTHROPLASTY DEVICES, SPING STABLIZATIONN SYSTEMS, AND METHODS	2007-7006279	8/17/2005
10002-707.505	ARTHROPLASTY REVISION SYSTEM AND METHOD	11/642,417	12/20/2006
10002-707.604	ARTHROPLASTY REVISION SYSTEM AND METHOD	PCT/US2006/048718	12/20/2006
10002-721.101	ARTICULATING MECHANISM LOCKING DEVICE	60/602,827	8/18/2004
10002-701.104	BEARING SURFACE PRELOADER	60/642,250	1/7/2005
10002-740.101	CEPHALD MEASUREMENT AND TRIALING SYSTEM	60/922,132	4/6/2007
10002-701.105	COMPONENT SELECTION INSTRUMENT	60/642,321	1/7/2005

SHAW-GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-736.601	CONNECTION FOR DYNAMIC SPINE PROSTHESIS	PCT/US2007/075730	8/10/2007
10002-736.101	CONNECTION MECHANISM FOR FACET JOINT REPLACEMENT/AGMENTATION	60/837,458	8/11/2006
10002-723.201	DEVICES AND METHODS FOR TREATING FACET JOINTS	11/207,991	8/18/2005
10002-735.201	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	11/724,927	3/15/2007
10002-735.601	FACET AND DISC ARTHROPLASTY SYSTEMS AND METHODS	PCT/US2007/006567	3/15/2007
10002-701.101	FACET ARTHROPLASTY DEVICES AND METHODS	60/160,891	10/22/1999
10002-701.201	FACET ARTHROPLASTY DEVICES AND METHODS	09/693,272	10/20/2000
10002-701.302	FACET ARTHROPLASTY DEVICES AND METHODS	11/140,263	5/27/2005
10002-701.303	FACET ARTHROPLASTY DEVICES AND METHODS	11/156,046	6/17/2005
10002-701.305	FACET ARTHROPLASTY DEVICES AND METHODS	11/223,881	9/9/2005
10002-701.306	FACET ARTHROPLASTY DEVICES AND METHODS	11/222,622	9/9/2005
10002-701.307	FACET ARTHROPLASTY DEVICES AND METHODS	11/222,609	9/9/2005
10002-701.308	FACET ARTHROPLASTY DEVICES AND METHODS	11/275,448	1/3/2006
10002-701.309	FACET ARTHROPLASTY DEVICES AND METHODS	11/750,981	5/18/2007
10002-701.310	FACET ARTHROPLASTY DEVICES AND METHODS	11/746,027	5/8/2007

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-701.311	FACET ARTHROPLASTY DEVICES AND METHODS	11/824,012	6/29/2007
10002-701.312	FACET ARTHROPLASTY DEVICES AND METHODS	11/775,174	7/9/2007
10002-701.313	FACET ARTHROPLASTY DEVICES AND METHODS	11/839,434	8/15/2007
10002-701.315	FACET ARTHROPLASTY DEVICES AND METHODS	11/934,713	11/2/2007
10002-701.316	FACET ARTHROPLASTY DEVICES AND METHODS	11/939,540	11/13/2007
10002-701.317	FACET ARTHROPLASTY DEVICES AND METHODS	11/943,458	11/20/2007
10002-701.318	FACET ARTHROPLASTY DEVICES AND METHODS	11/949,007	11/30/2007
10002-701.319	FACET ARTHROPLASTY DEVICES AND METHODS	11/949,000	11/30/2007
10002-701.321	FACET ARTHROPLASTY DEVICES AND METHODS	11/957,208	12/14/2007
10002-701.323	FACET ARTHROPLASTY DEVICES AND METHODS	11/957,175	12/14/2007
10002-701.325	FACET ARTHROPLASTY DEVICES AND METHODS	11/956,961	12/14/2007
10002-701.326	FACET ARTHROPLASTY DEVICES AND METHODS	11/957,149	12/14/2007
10002-701.327	FACET ARTHROPLASTY DEVICES AND METHODS	11/957,061	12/14/2007
10002-701.329	FACET ARTHROPLASTY DEVICES AND METHODS		
10002-701.401	FACET ARTHROPLASTY DEVICES AND METHODS	10/615,727	7/9/2003

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-701.402	FACET ARTHROPLASTY DEVICES AND METHODS	10/657,866	9/9/2003
10002-701.403	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,499	9/9/2003
10002-701.404	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,515	9/9/2003
10002-701.405	FACET ARTHROPLASTY DEVICES AND METHODS	10/657,907	9/9/2003
10002-701.406	FACET ARTHROPLASTY DEVICES AND METHODS	10/657,837	9/9/2003
10002-701.407	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,449	9/9/2003
10002-701.408	FACET ARTHROPLASTY DEVICES AND METHODS	10/657,844	9/9/2003
10002-701.409	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,089	9/9/2003
10002-701.410	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,651	9/9/2003
10002-701.411	FACET ARTHROPLASTY DEVICES AND METHODS	10/658,507	9/9/2003
10002-701.413	FACET ARTHROPLASTY DEVICES AND METHODS	10/950,181	9/23/2004
10002-701.414	FACET ARTHROPLASTY DEVICES AND METHODS	10/949,887	9/23/2004
10002-701.415	FACET ARTHROPLASTY DEVICES AND METHODS	10/950,169	9/23/2004
10002-701.416	FACET ARTHROPLASTY DEVICES AND METHODS	10/961,726	10/8/2004
10002-701.417	FACET ARTHROPLASTY DEVICES AND METHODS	12/016,177	1/17/2008

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-701.418	FACET ARTHROPLASTY DEVICES AND METHODS	12/176,280	7/18/2008
10002-701.501	FACET ARTHROPLASTY DEVICES AND METHODS	10/067,137	2/4/2002
10002-701.506	FACET ARTHROPLASTY DEVICES AND METHODS	10/885,891	7/6/2004
10002-701.601	FACET ARTHROPLASTY DEVICES AND METHODS	PCT/US2000/029347	10/20/2000
10002-701.602	FACET ARTHROPLASTY DEVICES AND METHODS	PCT/US2003/003620	2/6/2003
10002-701.AT1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.AT5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.AU1	FACET ARTHROPLASTY DEVICES AND METHODS	12295/01	10/20/2000
10002-701.BE5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.CA1	FACET ARTHROPLASTY DEVICES AND METHODS	2,386,504	10/20/2000
10002-701.CH1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.CH5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.DE1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.DE5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.EP1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-701.EP5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.EP6	FACET ARTHROPLASTY DEVICES AND METHODS	07075705.9	10/20/2000
10002-701.ES1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.ES5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.FR1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.FR5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.GB1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.GB5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.IE5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.IT1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.IT5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.LU5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.NL1	FACET ARTHROPLASTY DEVICES AND METHODS	00973828.7	10/20/2000
10002-701.NL5	FACET ARTHROPLASTY DEVICES AND METHODS	04077299.8	10/20/2000
10002-701.AU4	FACET JOINT PROSTHESES	2005299739	10/21/2005
10002-701.US4	FACET JOINT PROSTHESES	11/577,872	12/7/2007



SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-711.201	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	10/831,651	4/22/2004
10002-711.301	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	11/278,349	3/31/2006
10002-711.302	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	11/635,907	12/8/2006
10002-711.601	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	PCT/US2005/012080	4/8/2005
10002-711.AU1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	2005240012	4/8/2005
10002-711.CA1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	2,563,079	4/8/2005
10002-711.EP1	FACET JOINT PROSTHESIS MEASUREMENT AND IMPLANT TOOLS	05736283.2	4/8/2005
10002-701.102	FACET JOINT REPLACEMENT TOOLS	60/650,302	2/5/2005
10002-724.101	FACET OR JOINT CAPSULE DEVICE	60/602,964	8/18/2004
10002-739.101	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	60/847,013	9/25/2006
10002-739.201	FACET REPLACEMENT DEVICE REMOVAL AND REVISION SYSTEMS AND METHODS	11/861,239	9/25/2007
10002-737.101	FACET REPLACEMENT SYSTEMS	60/797,879	5/5/2006
10002-707.301	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/635,853	12/8/2006

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-707.304	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/948,994	11/30/2007
10002-707.305	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/948,973	11/30/2007
10002-707.306	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/957,303	12/14/2007
10002-707.501	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	10/973,939	10/25/2004
10002-707.502	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/071,541	3/2/2005
10002-707.503	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	11/122,271	5/3/2005
10002-707.602	HAVING A MODULAR DESIGN AND RELATED IMPLANTATION METHODS	PCT/US2005/038335	10/24/2005
10002-707.302	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	11/577,964	4/25/2007
10002-707.303	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	11/577,967	4/25/2007
10002-707.CA2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	2,585,135	10/24/2005
10002-707.EP2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	05851247.6	10/24/2005

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-707.US2	HAVING A MODULAR DESIGN AND SYSTEMS FOR TREATING SPINAL PPATHOLOGIES	11/577,923	6/3/2008
10002-735.101	HYBRID MULTI-LEVEL DISC/FACET ARTHROPLASTY SYSTEM	60/782,932	3/15/2006
10002-701.304	IMPLANTABLE DEVICE FOR FACET JOINT REPLACEMENT	11/197,679	8/3/2005
10002-711.401	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	12/186,461	8/5/2008
10002-711.501	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	11/236,323	9/26/2005
10002-711.602	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	PCT/US2006/036969	9/22/2006
10002-711.AU2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	2006294610	9/22/2006
10002-711.CA2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	2,623,896	9/22/2006
10002-711.EP2	IMPLANTABLE ORTHOPEDIC DEVICE COMPONENT SELECTION INATURMENT AND METHODS	06815178.6	9/22/2006
10002-707.504	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	11/206,676	8/17/2005
10002-707.603	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	PCT/US2005/029476	8/17/2005
10002-707.AU3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	2005277375	8/17/2005
10002-707.CA3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	2,576,958	8/17/2005

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-707.EP3	IMPLANTABLE SPINAL DEVICE REVISION SYSTEM	05790406.2	8/17/2005
10002-723.101	INLAY ARTICULATION FOR REPLACEMENT	60/602,829	8/18/2004
10002-733.102	INTERVERTEBRAL DISC AND FACET JOINT ARTHROPLASTY SYSTEM	60/777,465	2/27/2006
10002-726.201	METHODS AND DEVICES FOR IMPROVED BONDING OF DEVICES TO BONE	11/140,570	5/26/2005
10002-718.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT/US2005/015347	5/2/2005
10002-718.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	2005240129	5/2/2005
10002-718.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	2,563,977	5/2/2005
10002-718.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	05745561.0	5/2/2005
10002-702.CA1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET	2,524,810	4/12/2004
10002-701.314	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/831,870	7/31/2007
10002-701.320	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/948,963	11/30/2007
10002-701.322	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/957,315	12/14/2007

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-701.324	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/957,290	12/14/2007
10002-701.328	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/957,259	12/14/2007
10002-701.502	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	10/158,563	5/30/2002
10002-701.504	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	10/974,009	10/25/2004
10002-701.603	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT/US2003/017094	5/30/2003
10002-701.604	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT/US2005/038087	10/21/2005
10002-701.AU3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	2003238834	5/30/2003
10002-701.CA3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	2,485,514	5/30/2003
10002-701.CA4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	2,585,120	10/21/2005
10002-701.EP3	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	03734292.0	5/30/2003
10002-701.EP4	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	05816002.9	10/21/2005

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-702.201	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	10/438,295	5/14/2003
10002-702.401	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	12/027,899	2/7/2008
10002-702.501	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	10/973,834	10/25/2004
10002-702.601	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	PCT/US2004/011335	4/12/2004
10002-702.EP1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	04750049.1	4/12/2004
10002-703.301	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/275,447	1/3/2006
10002-703.302	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/460,934	7/28/2006
10002-704.302	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	11/636,252	12/8/2006
10002-704.303	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	12/163,738	6/27/2008
10002-732.101	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT	60/719,427	9/22/2005
10002-702.AU1	METHODS FOR REPLACEMENT OF NATURAL FACET JOINTS WITH ARTIFICIAL FACET JOINT SURFACES	2004241946	4/12/2004

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-731.101	MINIMALLY INVASIVE FACET REPLACEMENT	60/664,441	3/22/2005
10002-731.201	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	11/277,223	3/22/2006
10002-731.501	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	11/800,895	5/7/2007
10002-731.601	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT/US2006/010454	3/22/2006
10002-731.602	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	PCT/US2008/062948	5/7/2008
10002-731.AU1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	2006227019	3/22/2006
10002-731.CA1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	2,602,255	3/22/2006
10002-731.CN1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	200680015503.X	3/22/2006
10002-731.EP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	06739304.1	3/22/2006
10002-731.JP1	MINIMALLY INVASIVE SPINE RESTORATION SYSTEMS, DEVICES, METHODS AND KITS	2008-503143	3/22/2006
10002-738.101	MODULAR CONFIGURABLE LUMBO-SACRAL SPINAL JOINT REPLACEMENT DEVICE	60/847,012	9/25/2006
10002-701.103	MOTION LOCK CABLE DEVICE	60/643,556	1/13/2005

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-726.101	NOVEL ANCHOR FIXATION TO THE PEDICLE	60/614,712	9/30/2004
10002-725.101	PEDICLE STEM WITH EXPANDABLE HEAD	60/602,828	8/18/2004
10002-705.201	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	10/737,705	12/15/2003
10002-705.301	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	12/058,403	3/28/2008
10002-705.601	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	PCT/US2004/041539	12/10/2004
10002-705.AU1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	2004323518	12/10/2004
10002-705.BR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	PI0417645-6	12/10/2004
10002-705.CA1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	2,548,545	12/10/2004
10002-705.CN1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	200480040521.4	12/10/2004
10002-705.EP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	04822229.3	12/10/2004
10002-705.IL1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	176148	12/10/2004
10002-705.JP1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	2006-545765	12/10/2004
10002-705.KR1	POLYAXIAL ADJUSTMENT OF FACET JOINT PROSTHESES	10-2006-7014209	12/10/2004
10002-729.201	POLYMERIC JOINT COMPLEX AND METHODS OF USE	11/244,420	10/4/2005
10002-729.301	POLYMERIC JOINT COMPLEX AND METHODS OF USE	11/934,724	11/2/2007



SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-729.302	POLYMERIC JOINT COMPLEX AND METHODS OF USE	11/934,720	11/2/2007
10002-729.303	POLYMERIC JOINT COMPLEX AND METHODS OF USE	11/934,719	11/2/2007
10002-729.304	POLYMERIC JOINT COMPLEX AND METHODS OF USE	11/952,988	12/7/2007
10002-703.201	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	10/615,417	7/8/2003
10002-703.601	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	PCT/US2004/016774	5/24/2004
10002-703.AU1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	2004258829	5/24/2004
10002-703.CA1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	2,531,593	5/24/2004
10002-703.EP1	PROSTHESES AND TOOLS FOR REPLACEMENT OF NATURAL FACET JOINTS	04753580.2	5/24/2004
10002-704.201	PROSTHESES, TOOLS AND METHODS	10/438,294	5/14/2003
10002-704.301	PROSTHESES, TOOLS AND METHODS	11/276,541	3/3/2006
10002-704.601	PROSTHESES, TOOLS AND METHODS	PCT/US2004/011113	4/12/2004
10002-704.AU1	PROSTHESES, TOOLS AND METHODS	2004241945	4/12/2004
10002-704.CA1	PROSTHESES, TOOLS AND METHODS	2,524,022	4/12/2004
10002-704.CN1	PROSTHESES, TOOLS AND METHODS	200480013134.1	4/12/2004

SHAY GLENN DOCKET NUMBER	TITLE	APPLICATION NUMBER	APPLICATION DATE
10002-704.EP1	PROSTHESES, TOOLS AND METHODS	04785473.2	4/12/2004
10002-704.JP1	PROSTHESES, TOOLS AND METHODS	2006-532394	4/12/2004
10002-704.KR1	PROSTHESES, TOOLS AND METHODS	10-2005-7021681	4/12/2004
10002-741.100	SPINAL IMPLANT	60/822,460	8/15/2006
10002-741.200	SPINAL IMPLANT	11/838,358	8/14/2007
10002-741.600	SPINAL IMPLANT	PCT/US2007/076017	8/15/2007
10002-741.601	SPINAL IMPLANT	PCT/US2007/076012	8/15/2007
10002-741.US0	SPINAL IMPLANT	12/377,546	2/13/2009
10002-741.US1	SPINAL IMPLANT	12/377,552	2/13/2009
10002-733.101	SPINAL JOINT REPLACEMENT SYSTEMS	60/752,277	12/20/2005
10002-719.101	SPINAL PROSTHESES FOR FACET JOINT REPLACEMENT	60/567,972	5/3/2004
10002-718.101	SPINAL PROSTHESIS FOR FACET JOINT REPLACEMENT	60/567,933	5/3/2004
10002-707.AU2	SPINAL PROSTHESIS HAVING A MODULAR DESIGN	2005307005	10/24/2005
10002-711.502	SYSTEM AND METHODS FOR ORTHOPEDIC DEVICE COMPONENT SELECTION	12/099,068	4/7/2008

**WHEREAS:** Assignor is desirous of assigning to FSI Acquisition Sub, LLC, a Delaware limited liability company (“*Assignee*”) its right title and interest in all of the Inventions;

**WHEREAS,** Assignee, is desirous of acquiring the entire right, title and interest in, to and under the Inventions and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries;

**NOW, THEREFORE,** in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee its entire right, title and interest

in and to said Inventions, said applications and any and all letters patent which may be granted for said Inventions in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of Assignee and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said Inventions, applications and all letters patent on said Inventions to be held and enjoyed by Assignee and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, transfer and sale not been made. Assignor hereby authorizes and requests that any and all letters patent on said Inventions be issued to Assignee. Assignor agrees to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said Inventions, for litigation regarding said letters patent, or for the purpose of protecting title to said Inventions or letters patent therefor.

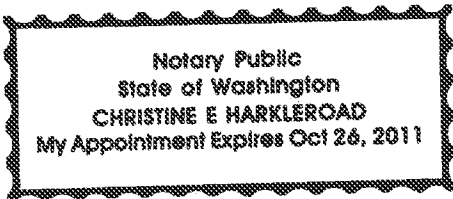
*[Signature Page Follows]*

ARCHUS ORTHOPEDICS, INC.

By: William J Fitzsimmons  
Name: Wm. James Fitzsimmons  
Title: Chief Executive Officer  
Dated:

State of Washington )  
 )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Wm. James Fitzsimmons is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of Archus Orthopedics, Inc. to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.



Dated 11/5/2009  
Signature of [Signature]  
Notary Public  
Printed Name Christine E Harkleroad  
My appointment expires Oct 26, 2011

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

**ASSIGNMENT AND JOINT DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**MEDICINELODGE, INC.**  
**AND**  
**FACET SOLUTIONS, INC.**

**RECITALS**

This "Agreement" is made effective as of January 16, 2004 ("Effective Date") by and between MedicineLodge, Inc. (hereinafter referred to as "MLI"), with an office at 180 South 600 West, Logan, Utah, 84321, and Facet Solutions, Inc. (hereinafter referred to as "Facet Solutions"), with an office at 180 South 600 West, Logan, Utah, 84321.

WHEREAS, Facet Solutions develops, markets, sells and distributes spinal facet joint surgical instrumentation and implants; and

WHEREAS, MLI develops and markets medical device technologies; and

WHEREAS, MLI owns or has exclusive rights to the MLI Joint Technology (defined herein); and

WHEREAS, MLI and Facet Solutions have entered into a Technology Transfer Agreement effective April 18, 2003 ("Technology Transfer Agreement"); and

WHEREAS, Facet Solutions is desirous of obtaining an assignment of the MLI Joint Technology; and

WHEREAS, Facet Solutions wishes to engage the services of MLI to develop and assist with the commercialization of Products; and

WHEREAS, MLI wishes to provide services to Facet Solutions to develop and commercialize Products.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.0 **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:
- 1.1 "Claim" shall mean a valid claim in a pending patent application or in an unexpired patent that relates to the MLI Patents.
- 1.2 "Field" shall mean diagnosis and treatment of the facet joints in the spine.

- 1.3 “MLI Know-How” shall mean confidential, proprietary and technological information, know-how and trade secrets, developed, created, reduced to practice, owned or controlled by MLI as of the Effective Date or at any time during the term of this Agreement, whether or not developed, created, reduced to practice as part of this Agreement.
- 1.4 “MLI Improvement” shall mean patents as of the Effective Date or at any time during the term of this Agreement, whether or not developed, created, reduced to practice as part of this Agreement, that, if used in the manufacture or sale of a Product, would require the use of a Claim.
- 1.5 “MLI Patents” shall mean patent applications , patents issued therefrom, any continuations, divisionals or continuations, divisionals or continuations-in-part, reissues and extensions thereto, and any patents issued therefrom that are developed, created, reduced to practice, owned or controlled by MLI as of the Effective Date or at any time during the term of this Agreement, whether or not developed, created, reduced to practice as part of this Agreement.
- 1.6 “MLI Joint Technology” shall mean collectively, the MLI Patents, MLI Improvements and MLI Know-How (a) in the Field or (b) developed or co-developed by MLI pursuant to this Agreement.
- 1.7 “MLI Other Technology” shall mean confidential, proprietary and technological information, know-how and trade secrets developed by MLI and related to MLI efforts either: 1) outside the Field, 2) within the Field after the expiration of the non-compete defined herein or 3) which involves the development by MLI of a generic technology that (a) has applicability primarily outside the Field, but which could be used within the Field, and (b) is not developed, created or contemplated to be reduced to practice as part of this Agreement.
- 1.8 “Product(s)” shall mean an apparatus or method that utilizes the MLI Joint Technology.

## 2.0 TECHNOLOGY RIGHTS.

- 2.1 MLI agrees that all MLI Joint Technology shall be the sole property of Facet Solutions and its assigns. Facet Solutions may, in its discretion, apply for all applicable patent and other intellectual property protection for MLI Joint Technology as the assignee and owner of any resulting patents or other intellectual property rights. MLI hereby assigns and agrees to assign, sign, execute and acknowledge, or cause to be assigned, signed, executed and acknowledged, any and all assignments and documents and perform such acts as may be necessary, useful or convenient in order to secure and confirm Facet Solutions’s ownership of all right, title and interest in and to any and all patent,

trademark, copyright or other intellectual property rights in respect of MLI Joint Technology, including without limitation the right to sue for and recover damages in connection with any past, present or future infringement of such rights. MLI hereby irrevocably designates and appoints Facet Solutions as MLI's agent and attorney-in-fact to act for and on MLI's behalf to execute and file any document and do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by MLI. Facet Solutions shall be financially responsible for the application of, prosecution, and maintenance of all applicable patent and other intellectual property protection for the MLI Joint Technology. Facet Solutions shall have the right to designate patent or other legal counsel of its choice to assist it in carrying out its rights under this paragraph. Patents for the MLI Joint Technology may be prosecuted and maintained, to the extent applicable, in the United States and such additional countries as Facet Solutions shall determine. If Facet Solutions chooses not to pursue protection in an international country, then MLI shall have the right, but not the obligation, to seek a patent in that country. The parties shall cooperate fully with one another in connection with the prosecution and maintenance of the patents for the MLI Joint Technology.

- 2.2 In the event that MLI Joint Technology has application outside the Field, Facet Solutions hereby grants to MLI a right of first negotiation in respect of licensing such MLI Joint Technology outside the Field. Prior to offering the MLI Joint Technology outside of the Field to a third party, Facet Solutions shall provide written notice to MLI of its intent to license such MLI Joint Technology outside of the Field. If a mutually acceptable written license agreement is not entered into and delivered by the parties within sixty (60) days following receipt of such written notice, Facet Solutions may pursue licensing such MLI Joint Technology outside of the Field with any third party.
- 2.3 MLI shall provide Facet Solutions with written notice of any and all MLI Joint Technology developed, created, reduced to practice or otherwise owned or controlled by MLI during the term of this Agreement.
- 2.4 Facet Solutions hereby acknowledges that MLI has developed or may develop MLI Other Technology. Facet Solutions further acknowledges that it has no rights to or interest in the MLI Other Technology unless provided for in a separate binding agreement between MLI and Facet Solutions.
- 2.5 MLI shall provide Facet Solutions a right of first negotiation in respect of use of any MLI Other Technology within the Field and, at Facet Solutions' option, MLI and Facet Solutions shall negotiate in good faith for Facet Solutions to license the MLI Other Technology within the Field. The right of first negotiation shall be made in accordance with the following provisions:

- (a) MLI shall deliver to Facet Solutions a notice in accordance with the terms of this Agreement (a "Notice") stating (i) its bona fide intention to consummate a license agreement or other disposition of MLI Other Technology within the Field, and (ii) all material terms and conditions of such agreement, including without limitation the structure of such transaction, rights and restrictions and the consideration to be paid.
- (b) By written notification received by MLI within thirty (30) calendar days after the giving of Notice, Facet Solutions may elect to enter into good faith negotiations in respect of an agreement for a license or other disposition of the MLI Other Technology within the Field upon terms and conditions mutually agreed upon by the parties.
- (c) If Facet Solutions does not elect to enter into an agreement for the consummation of a license or other disposition of the MLI Other Technology within the Field as provided in subsection 2.5(b) hereof, MLI may, during the thirty (30) day period following the expiration of the period provided in subsection 2.5(b) hereof, offer the MLI Other Technology within the Field to any person or persons for consideration not less than that, and upon terms no more favorable to the offeree than those, specified in the Notice. If MLI i) does not enter into good faith negotiations in respect of an agreement for a license of the MLI Other Technology within the Field within such period, and ii) does not consummate an agreement or license provided in subsection 2.5(c)(i) hereof for consideration not less than that, and upon terms no more favorable to the offeree than those specified in the Notice, the right provided hereunder shall be deemed to be revived and the MLI Other Technology within the Field shall not be offered to a third party unless first reoffered to Facet Solutions in accordance herewith.

3.0 TERM. The term of this Agreement shall commence upon the effective date of this Agreement and shall continue so long as a Claim exists, unless sooner modified or terminated in accordance with Section 13.0.

4.0 INFRINGEMENT.

- 4.1 If MLI learns of an infringement of any of the MLI Joint Technology by a third party, or of an improper or illegal use of the MLI Joint Technology (an "Infringement"), MLI shall promptly notify Facet Solutions of the Infringement and Facet Solutions may pursue such Infringement in its discretion at its sole expense, unless otherwise specified in a separate license between the parties in respect of MLI Joint Technology outside of the Field.



## 5.0 INDEMNIFICATION

- 5.1 Facet Solutions Indemnification. Except as resulting from breaches of Section 9.1 below, Facet Solutions agrees to defend, indemnify and hold MLI harmless from and against, and hereby assumes liability for all liabilities, losses and expenses, including reasonable attorney's fees, arising out of any claims, demands actions, suits or prosecutions that may be instituted against MLI by a third party resulting in personal injury or tangible personal property damage based on the use of the Products as marketed by Facet Solutions, its subsidiaries, affiliated and/or controlled companies and including without limitation, any claim that the Products infringe any patent or other intellectual property rights of such third party.
- 5.2 MLI Indemnification. MLI agrees to defend, indemnify and hold Facet Solutions harmless from and against, and hereby assumes liability for all liabilities, losses and expenses, including reasonable attorney's fees, arising out of any claims, demands actions, suits or prosecutions that may be instituted against Facet Solutions by a third party arising out of or in connection with MLI's breach of any of the representations or warranties set forth in Section 9.1 below.
- 5.3 Indemnification Procedure. The indemnities provided under this Agreement require that (a) the party seeking indemnification give prompt written notice of its claim to the indemnifying party, and reasonable cooperation, information, and assistance in connection therewith (at the indemnifying party's expense), and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim.

6.0 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR CLAIMS FOR INDEMNIFICATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES FOR, FOR COSTS OF "COVER" OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR PROFITS NOR WILL EITHER PARTY BE OBLIGATED FOR DIRECT DAMAGES THAT EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY FACET SOLUTIONS TO MLI UNDER THIS AGREEMENT.

## 7.0 JOINT DEVELOPMENT.

- 7.1 Statements of Work. MLI and Facet Solutions shall collaborate to further develop the MLI Joint Technology for commercialization of the Products as set forth in an applicable Statement of Work attached to this Agreement, and executed by both parties. Statement of Work #1 is attached hereto. Additional Statements of Work may be mutually agreed upon by the parties in writing and attached hereto and incorporated herein by reference. MLI shall not unreasonably deny a request of Facet Solutions in respect of a Statement of Work.

7.2 Certain Key MLI Employees. In addition to the work specified in any Statement of Work attached hereto, MLI agrees to make the key employees specified on Exhibit A attached hereto (as may be modified upon mutual written agreement of this parties) reasonably available to consult with and provide development work and other assistance to Facet Solutions outside of the scope of any then-current Statement of Work for so long as such key employees are employed by MLI. Facet Solutions agrees to pay MLI the then-current standard daily rates, plus reasonable travel and out-of-pocket expenses. Each single expenditure (whether made over one or more months) shall be pre-approved by Facet Solutions in writing should it exceed \$1,000 and all expenditures exceeding \$5,000 in the aggregate for any month shall be so approved.

## 8.0 NONCOMPETE/NONSOLICIT.

8.1 Non-Compete. Except as specified herein, MLI shall not for itself or assist any other party in the development of technology within the Field from the Effective Date of this Agreement until six (6) months following the acquisition of all or substantially all of the equity or assets of Facet Solutions by a third party.

8.2 Non-Solicitation. Without the other party's prior written consent, neither party shall solicit for employment or hire the other party's employees from the Effective Date of this Agreement until the earlier of (a) six (6) months following the acquisition of all or substantially all of the equity or assets of Facet Solutions by a third party, including by means of a consolidation or merger or (b) the date that Facet Solutions ceases any and all activity related to the development, manufacture, sale or distribution of devices used in connection with the spine (including, without limitation, facet joint articulating devices, or any modifications, variations and/or improvements thereof) or any and all activity related to the diagnosis and treatment of the spine or (c) the liquidation, dissolution, bankruptcy or winding-up of the business of Facet Solutions, an assignment for the benefit of creditors by Facet Solutions or the appointment of a receiver for a substantial part of the assets of Facet Solutions. Notwithstanding the foregoing, Facet Solutions may hire the MLI engineer(s) assigned as a resource pursuant to an applicable Statement of Work: i) upon the consent of the MLI engineer, ii) after the term of the Statement of Work, and iii) after 90 (ninety) days following a written notice by Facet Solutions to MLI of its intent to hire the MLI engineer(s).

## 9.0 REPRESENTATIONS AND WARRANTIES.

9.1 Representations And Warranties Of MLI. MLI hereby represents and warrants to Facet Solutions as follows:

9.1.1 MLI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the full legal right and

authority to enter into this Agreement and to perform all of its obligations under this Agreement.

- 9.1.2 MLI has made and will make no assignments, grants, licenses, encumbrances, obligations or agreements covering or concerning the MLI Joint Technology which are inconsistent with this Agreement.
- 9.1.3 This Agreement, when executed and delivered by MLI, shall constitute the valid and binding legal obligation of MLI.
- 9.1.4 MLI owns and has the right to transfer the MLI Joint Technology.
- 9.1.5 MLI shall perform the services specified herein and in any Statement of Work in a professional and workperson-like manner in accordance with general industry standards.

9.2 Representations And Warranties Of Facet Solutions. Facet Solutions hereby represents and warrants to MLI as follows:

- 9.2.1 Facet Solutions is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the full legal right and corporate power and authority to enter into this Agreement and to provide all its obligations under this Agreement.
- 9.2.2 Facet Solutions has taken all corporate action which is necessary, required or appropriate to authorize or enable it to enter into and perform this Agreement.
- 9.2.3 This Agreement, when executed and delivered by Facet Solutions, shall constitute the valid and binding legal obligation of Facet Solutions.

9.3 Disclaimer. WITH REGARD TO THE SERVICES PERFORMED BY MLI UNDER THIS AGREEMENT AND AS TO ANY PROPRIETARY RIGHTS, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, EXCEPT AS STATED IN SECTION 9.1. ALL IMPLIED WARRANTIES ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

9.4 Survival Of Representations And Warranties. The representations and warranties of MLI and Facet Solutions shall be true and accurate as of the effective date of this Agreement, and shall survive the execution of this Agreement.

10.0 RELATIONSHIP OF THE PARTIES. This Agreement shall not be deemed or construed to create between MLI and Facet Solutions the relationship of principal and agent, joint

venturers, co-partners, employer or employee, master or servant, or any other similar relationship. Neither party shall have the right or authority to bind or to act for or on behalf of the other.

#### 11.0 MARKING.

- 11.1 For all Products utilizing one or more claims of MLI Patents, Facet Solutions agrees: i) to mark the Products, or ii) to affix to the packaging and/or literature associated with the Products, the appropriate U.S. or foreign patent number.
- 11.2 For all Products, Facet Solutions agrees to include in its literature, promotional material, and advertising the following: “Developed in conjunction with MedicineLodge, Inc.”

#### 12.0 CONFIDENTIAL INFORMATION.

- 12.1 MLI and Facet Solutions may disclose to each other certain information relating to each party’s products, methods of manufacture, marketing and sales plans, financial information, customer and supplier information, pricing information, software, hardware, and trade secrets or secret processes (“Information”). All MLI Joint Technology shall be deemed to be the Information of Facet Solutions. Each party agrees to keep the Information of the other party in confidence, will not intentionally communicate the Information to any third party, and will use its best efforts to prevent inadvertent disclosure of the Information to any third party, which efforts shall be at least consistent with the degree of care used by such party to protect its own confidential and proprietary information. Internal access to the other party’s Information shall be limited to a “need to know” basis solely for the purpose set forth in this Agreement and solely to persons bound by obligations of confidentiality consistent with this Agreement.
- 12.2 Neither MLI nor Facet Solutions shall use the other party’s Information or circulate it within its own organization except to the extent necessary for a) discussions and consultations with the other party or with the other party’s authorized representatives, b) the purposes of this Agreement, or c) for any purpose the disclosing party may hereafter authorize in writing.
- 12.3 The obligations of this Section shall not apply with respect to any portion of the Information if the Information:
  - i) is in or becomes in the public domain (through no wrongful act of the receiving party);
  - ii) was in the receiving party’s possession free of any obligation of confidence prior to disclosure (as evidenced by receiving party’s files existing at the time of disclosure), provided, however, that this clause shall not excuse MLI from any obligations of confidentiality relating to the MLI Joint Technology;

- ii) was lawfully received from a third party other than the disclosing party without obligation of confidence;
- iii) is disclosed by the receiving party with the disclosing party's prior written approval; or
- iv) is independently developed by the receiving party without any use of or access to Information of the disclosing party.

12.4 If required by law, the receiving party may disclose Information of the disclosing party, but will give adequate prior notice to the disclosing party to permit the disclosing party to intervene and to request protective orders or confidential treatment therefor.

12.5 Upon the expiration or termination of this Agreement, all of the Information of the disclosing party will be returned to the disclosing party and the receiving party will make no further use of such materials.

12.6 Money damages will not be an adequate remedy if this Section 12 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

13.0 TERMINATION. This Agreement shall be terminable at any time (a) by either party because of any material breach by the other of any material promises or covenants to be performed hereunder, it being provided, however, that the party in default has first been notified of such breach in writing and shall have failed to remedy same as provided in Section 14.0; (b) by either party for any reason or for no reason whatsoever upon at least six (6) months prior written notice to the other party in the event that all or substantially all of the assets or equity of Facet Solutions is acquired by a third party, including by means of a consolidation or merger or if Facet Solutions ceases any and all activity related to the development, manufacture, sale or distribution of devices used in connection with the spine (including, without limitation, facet joint articulating devices, or any modifications, variations and/or improvements thereof) or any and all activity related to the diagnosis and treatment of the spine; (c) by either party upon the liquidation, dissolution, bankruptcy or winding-up of the business of the other party, an assignment for the benefit of creditors by the other party or the appointment of a receiver for a substantial part of the assets of the other party, or (d) by Facet Solutions for any reason or no reason whatsoever upon at least six (6) months prior written notice to MLI. Sections 2.1, 5, 6, 8 (for the periods stated therein), 9, 10, 11, 12, 13, 14, 16, 18, 20, and 21 shall survive termination or expiration of this Agreement. Notwithstanding any termination of this Agreement, Facet Solutions shall be liable for the payment of all fees, expense reimbursements and royalties that may be due pursuant to an applicable Statement of Work for all periods prior to the effective date of termination.

14.0 REMEDIES. In the event there is a dispute between the parties, the aggrieved party shall promptly give the other party written notice of the existence of a dispute, including the basis or claims in the dispute. The parties shall then, in good faith, negotiate to resolve

the dispute amongst themselves for a period of 60 days from the notice date. If, following the 60-day period the parties have been unable to resolve the dispute, then such dispute shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator who has experience in intellectual property law and the licensing of medical devices. Such arbitration shall be held in Salt Lake City, Utah. The arbitrator shall have the right to grant such relief as he or she deems appropriate, including awarding legal and other costs of the proceeding. The award of the arbitrator shall be final and binding upon all the parties, and may be enforced in any court having jurisdiction over the parties. In addition to the right to seek arbitration, either party shall be entitled to obtain an injunction from any court having jurisdiction, compelling the party to perform in accordance with terms of this Agreement.

- 15.0 REASONABLE EFFORTS. Facet Solutions shall undertake commercially reasonable efforts to obtain FDA approval of the Products and to thereafter market and sell the Products in all countries where Facet Solutions markets its Products.
- 16.0 ENTIRE AGREEMENT. This Agreement (including the Exhibits hereto) constitutes the sole understanding of the parties with respect to the subject matter hereof, and supersedes any other agreements or understandings among the parties, written or oral, in regard to such matter. No amendment, modification, alteration or waiver of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto making specific reference to this Agreement and the provision to be amended, modified, altered or waived. In addition, any amendment, modification, alteration or waiver of this Agreement, except for any future Statements of Work, shall require approval of a majority of the Board of Directors of Facet Solutions, with all Board members that have any relationship with MLI abstaining from the voting on such amendments, modification, alteration or waiver.
- 17.0 SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the parties hereto. This Agreement may be assigned by the parties hereto only upon the prior written consent of all parties hereto, which consent shall not be unreasonably withheld, provided that either party may assign this Agreement without consent to a successor to all or substantially all of the assets or business to which this Agreement relates. No assignment of this Agreement nor of any of the rights or obligations hereof shall relieve any party of its obligations under this Agreement.
- 18.0 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall constitute the same instrument.
- 19.0 NOTICES. Any notice (a "Notice") to be given hereunder by any party hereto shall be in writing, in English and delivered personally, by telecopier or by registered or certified mail, return receipt requested, postage prepaid as follows:

If to Facet Solutions:           Facet Solutions, Inc.  
  Attn: Alan Chervitz  
  180 South 600 West  
  Logan, Utah, 84321

If to MLI:                         MedicineLodge, Inc.  
  Attn: Wade Fallin  
  180 South 600 West  
  Logan, Utah, 84321  
  Fax: (435) 753-7698

Notices given by personal delivery shall be deemed given when received. Notices given by facsimile shall be deemed given when sent by confirmed transmission. Notices given by mail shall be deemed given on the third day after the Notice is mailed in accordance with the terms set forth above.

20.0 GOVERNING LAW. The validity, performance and enforcement of this Agreement and any agreement entered into pursuant hereto shall be governed by the laws of the State of Delaware, without giving effect of its principles of conflicts of law.

21.0 SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, and if possible, in order to achieve the intent of the parties to his Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement below by their duly authorized representatives.

FACET SOLUTIONS, INC.; a Delaware Corporation

By: \_\_\_\_\_

Name: Alan Chervitz

Its: President & CEO

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

MEDICINELODGE, INC., a Delaware Corporation

By:  \_\_\_\_\_

Name: T. Wade Fallin

Its: President & CEO

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



IN WITNESS WHEREOF, the parties have executed this Agreement below by their duly authorized representatives.

FACET SOLUTIONS, INC.; a Delaware Corporation

By:  \_\_\_\_\_

Name: Alan Chervitz

Its: President & CEO

Date: 01/15/04

MEDICINELODGE, INC., a Delaware Corporation

By: \_\_\_\_\_

Name: T. Wade Fallin

Its: President & CEO

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

Exhibit A  
Key MLI Employees

T. Wade Fallin

## TECHNOLOGY TRANSFER AGREEMENT

This Agreement is dated as of April 18, 2003 by and between Facet Solutions, Inc., a Delaware corporation ("Buyer") and MedicineLodge, Inc., a Delaware corporation ("Seller").

WHEREAS, Seller owns certain technology ("Technology Documentation"), including patent rights and patent applications ("Patent Rights"), a description and list of which are set forth on Schedule 1 (the Technology Documentation and the Patent Rights shall collectively be referred to as the "Technology"); and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Technology on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

Section 1. Sale of Technology. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller will sell, transfer, assign, convey and deliver, and Buyer will purchase, all right, title and interest of Seller in the Technology.

Section 2. Further Assurances. Seller and Buyer shall execute all such further instruments and agreements as may reasonably be necessary in order to transfer more fully and effectively the Technology, including without limitation an Assignment of Patents and Patent Applications in the form of Exhibit A hereto.

Section 3. Purchase Price. In consideration for the Technology, Buyer will issue 1,700,000 shares of Common Stock, par value \$.01 per share, of Facet Solutions, Inc. to Seller at the Closing, which shares shall be duly and validly issued, fully paid and nonassessable.

Section 4. The Closing. The closing of the sale and purchase of the Technology (the "Closing") shall take place at the offices of Choate, Hall & Stewart, Exchange Place, Boston, Massachusetts at 10:00 a.m. on April 18, 2003, or at such other time, date and place as are mutually agreeable to Seller and Buyer (the "Closing Date").

Section 5. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized, validly existing and in good corporate standing in the State of Delaware. Seller has the right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof, including the sale, transfer and delivery of the Technology, and to enter into and carry out the terms of all agreements and instruments required to be delivered by the terms hereof, and all authorizations have been

secured by Seller which are necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.2 Authority. This Agreement has been duly authorized, executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditors' rights and remedies generally and general equitable principles (whether enforcement is considered in a proceeding at law or in equity), including the discretion of the courts in granting equitable relief.

5.3 No Conflicts. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, and compliance with the provisions hereof, will not: (a) violate, conflict with or result in a breach of any provision or constitute a default under (i) the Certificate of Incorporation of Seller, or (ii) any contract or agreement to which Seller is a party or by which the Technology may be subject; or (b) violate any judgment, ruling, order, writ, injunction, award, decree, statute, law, ordinance, code, rule or regulation of any court or foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority which is applicable to Seller or the Technology.

5.4 Litigation. There are no outstanding judgments, rulings, orders, writs, injunctions, awards or decrees of any court or any foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority or arbitral tribunal against or involving Seller, and Seller is not a party to, or, to the knowledge of Seller, threatened with, any litigation or judicial, governmental, regulatory, administrative or arbitration proceeding.

5.5 Liens. Seller has good and marketable title to all of the Technology, free and clear of any lien, charge and encumbrance.

5.6 Intellectual Property Rights. Seller does not own any patents, inventions or other intellectual property rights relating to the Technology, other than as set forth on Schedule 1. To the knowledge of Seller, there are no interference, reissue or reexamination proceedings relating to the Patent Rights in the United States Patent and Trademark Office and there are no opposition or revocation proceedings relating to the Patent Rights in any foreign country. Seller has received no written notice from any party of a claim that Seller is infringing upon or otherwise acting in contravention of any claimed right of such party under or with respect to any inventions, patents or other intellectual property rights of such party. To the knowledge of Seller, no third parties are infringing the Technology.

Section 6. Representations of Buyer. Buyer represents and warrants to Seller as follows:

6.1 Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the right,

power and authority to enter into this Agreement and to carry out the terms and provisions hereof, including the purchase of the Technology, and to enter into and carry out the terms of all agreements and instruments required to be delivered by the terms hereof, and all authorizations have been secured by Buyer which are necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Authority. This Agreement has been duly authorized, executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditors' rights and remedies generally and general equitable principles (whether enforcement is considered in a proceeding at law or in equity), including the discretion of the courts in granting equitable relief.

6.3 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not: (a) violate, conflict with or result in a breach of any provision or constitute a default under (i) the Certificate of Incorporation or by-laws of Buyer, or (ii) any contract or agreement to which Buyer is a party or by which Buyer's assets, properties or business may be subject; or (b) violate any judgment, ruling, order, writ, injunction, award, decree, statute, law, ordinance, code, rule or regulation of any court or foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority which is applicable to Buyer or Buyer's assets, properties or business.

Section 7. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand or mailed by first class certified or registered mail, return receipt requested, postage prepaid, by reputable overnight mail or courier, with receipt confirmed, or by telecopy and confirmed by telecopy answer back, addressed as follows:

If to Seller:

MedicineLodge, Inc.  
180 South 600 West  
Logan, Utah, 84321  
Attention: T. Wade Fallin, President

If to Buyer:

Facet Solutions, Inc.  
180 South 600 West  
Logan, Utah, 84321  
Attention: Jude Paganelli, President

In either case with copy to:

Choate, Hall & Stewart  
Exchange Place  
53 State Street  
Boston, MA 02109  
Attention: Roslyn G. Daum, Esq.

or at such other address or addresses as may have been furnished in writing by any party to the others in accordance with the provisions of this Section 8.

Notices and other communications provided in accordance with this Section 8 shall be deemed delivered upon receipt. The furnishing of any notice or communication required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice to persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice or communication.

Section 8. Miscellaneous.

8.1 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

8.2 Entire Agreement. This Agreement together with the Schedules and Exhibits hereto embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8.3 Amendments and Waivers. Except as otherwise expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and Buyer. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

8.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

8.5 Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

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8.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

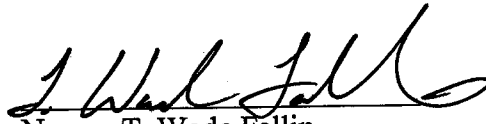
8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware.

8.8 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

MEDICINELODGE, INC.

By:

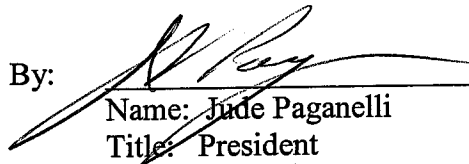


Name: T. Wade Fallin

Title: President

FACET SOLUTIONS, INC.

By:



Name: Jude Paganelli

Title: President

**Schedule 1**

**Technology Documentation and Patent Rights**

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**Exhibit A**  
**Assignment of Patent Applications and Patents**

This Assignment is made as of \_\_\_\_\_, 2003 by MedicineLodge, Inc., a Delaware corporation ("Seller").

Whereas, in accordance with a Technology Transfer Agreement of even date herewith between Seller and Facet Solutions, Inc., a Delaware corporation ("Buyer"), Seller has agreed to assign to Buyer certain patents, patent applications and other intellectual property of Seller.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells and assigns to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the patents and patent applications listed on the Attachment hereto, any further patents and patent applications based thereon or claiming a right of priority therefrom in any country (including without limitation any divisional, continuation, continuation-in-part, and/or foreign applications), any patents issuing on any such applications, and any reissue, reexamination or extension of any such patents (collectively, the "Patents and Patent Applications"), and all inventions, modifications, advances, new and/or useful improvements disclosed and/or claimed in the Patents and Patent Applications (collectively, the "Inventions"), as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

Seller authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to issue patents, to issue such patents for the Inventions, Patents and Patent Applications to Buyer (or its designees).

Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers reasonably requested by Buyer to perfect the transfer to Buyer of the rights and title to be assigned hereby.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed by its duly authorized representative as of the date first above written.

MedicineLodge, Inc.

By \_\_\_\_\_  
T. Wade Fallin  
President

**Assignment of Patent Applications and Patents**

**List of Assigned Patents and Patent Applications**

3552575v1

2000

MLI Facet Implant I.P. (May 22, 2003)

Docket #: MED-1	
Earliest Anticipated Expiration Date: 11/29/2020	
Title: Facet Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 11/29/2000	Pub. Date: 5/30/2002
Issue Date: 11/29/2000	Patent #: US20000000726169
Application #: US20000000726169	Publication #: 2002/0065557A1
Priority #: US20000000726169	Priority Date: 11/29/2000

Docket #: MED-2	
Earliest Anticipated Expiration Date: 12/13/2020	
Title: Multiple Facet Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 12/13/2000	Pub. Date: 6/13/2002
Issue Date: 12/13/2000	Patent #: US20000000736103
Application #: US20000000736103	Publication #: 2002/0072800A1
Priority #: US20000000736103	Priority Date: 12/13/2000

2001

Docket #: MED-3-PROV	
Earliest Anticipated Expiration Date: N/A (PROV)	
Title: Total Spine Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 3/02/2001	Pub. Date: 7/16/2002
Issue Date: 3/02/2001	Patent #: US2001000273031
Application #: US2001000273031	Publication #: 2002/0072800A1
Priority #: US2001000273031	Priority Date: 3/02/2001

Docket #: MED-4	
Earliest Anticipated Expiration Date: 3/01/2021	
Title: Prosthesis for the Replacement of a Posterior Element of a Vertebra	
Inventors: Fallin, T. Wade; Goble, E. Marlowe; Hoy, W. Robert	
Appl. Date: 3/01/2001	Pub. Date: 7/16/2002
Issue Date: 3/01/2001	Patent #: US2001000797309
Application #: US2001000797309	Publication #: 2002/0072800A1
Priority #: US2001000797309	Priority Date: 3/01/2001

2002

Docket #: MED-3	
Earliest Anticipated Expiration Date: 3/02/2021	
Title: Method and Apparatus for Spine Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 03/04/2002	Pub. Date: 1/02/2003
Issue Date: 03/04/2002	Patent #: US2002000090293
Application #: US2002000090293	Publication #: US20030004572A1
Priority #: US2002000090293	Priority Date: 7/16/2002
US2001000797309	3/01/2001

Docket #: MED-4-CON	
Earliest Anticipated Expiration Date: 3/01/2021	
Title: Prosthesis for the Replacement of a Posterior Element of a Vertebra	
Inventors: Fallin, T. Wade; Goble, E. Marlowe; Hoy, W. Robert	
Appl. Date: 7/16/2002	Pub. Date: 2/27/2003
Issue Date: 7/16/2002	Patent #: US2002000196716
Application #: US2002000196716	Publication #: US200300040797A1
Priority #: US2002000196716	Priority Date: 7/16/2002
US2001000797309	3/01/2001

2003

Docket #: MED-1 CON	
Earliest Anticipated Expiration Date: 11/29/2020	
Title: Facet Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 4/23/2003	Pub. Date: 4/23/2003
Issue Date: 4/23/2003	Patent #: US20000000726169
Application #: US20000000726169	Publication #: 2002/0065557A1
Priority #: US20000000726169	Priority Date: 11/29/2000

Docket #: MED-3-PCT	
Earliest Anticipated Expiration Date: N/A (PCT) - INT'L '20	
Title: Method and Apparatus for Spine Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 5/02/2003	Pub. Date: 5/02/2003
Issue Date: 5/02/2003	Patent #: US2002000196716
Application #: US2002000196716	Publication #: US200300040797A1
Priority #: US2001000797309	Priority Date: 7/16/2002

Docket #: MED-2 CON	
Earliest Anticipated Expiration Date: 12/13/2020	
Title: Multiple Facet Joint Replacement	
Inventors: Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert	
Appl. Date: 4/22/03	Pub. Date: 4/22/03
Issue Date: 4/22/03	Patent #: US20000000736103
Application #: US20000000736103	Publication #: 2002/0072800A1
Priority #: US20000000736103	Priority Date: 12/13/2000

**Assignment of Patent Applications and Patents**

This Assignment is made as of April 18, 2003 by MedicineLodge, Inc., a Delaware corporation ("Seller") with a principal place of business at 180 South 600 West, Logan, UT 84321.

Whereas, in accordance with a Technology Transfer Agreement of even date herewith between Seller and Facet Solutions, Inc., a Delaware corporation ("Buyer"), Seller has agreed to assign to Buyer certain patents, patent applications and other intellectual property of Seller.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells and assigns to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the patents and patent applications listed on the Attachment hereto, any further patents and patent applications based thereon or claiming a right of priority therefrom in any country (including without limitation any divisional, continuation, continuation-in-part, and/or foreign applications), any patents issuing on any such applications, and any reissue, reexamination or extension of any such patents (collectively, the "Patents and Patent Applications"), and all inventions, modifications, advances, new and/or useful improvements disclosed and/or claimed in the Patents and Patent Applications (collectively, the "Inventions"), as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

Seller authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to issue patents, to issue such patents for the Inventions, Patents and Patent Applications to Buyer (or its designees).

Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers reasonably requested by Buyer to perfect the transfer to Buyer of the rights and title to be assigned hereby.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed by its duly authorized representative as of the date first above written.

MedicineLodge, Inc.

By 

T. Wade Fallin  
President

**Assignment of Patent Applications and Patents**

**List of Assigned Patents and Patent Applications**

3565394v1

2000

MLI Facet Implant I.P. (May 22, 2003)

Docket #:	MED-1
Earliest Anticipated Expiration Date:	11/29/2000
Title:	Facet Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	11/29/2000
Pub. Date:	5/30/2002
Issue Date:	
Patent #:	
Application #:	US2000000726169
Publication #:	2002/0065557A1
Priority Date:	
Priority #:	US2000000726169

Docket #:	MED-2
Earliest Anticipated Expiration Date:	12/13/2020
Title:	Multiple Facet Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	12/13/2000
Pub. Date:	6/13/2002
Issue Date:	
Patent #:	
Application #:	US2000000736103
Publication #:	2002/0072800A1
Priority Date:	
Priority #:	US2000000736103

2001

Docket #:	MED-3-PROV
Earliest Anticipated Expiration Date:	N/A (PROV)
Title:	Total Spine Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	3/02/2001
Pub. Date:	
Issue Date:	
Patent #:	
Application #:	US2001000273031
Publication #:	
Priority Date:	
Priority #:	

Docket #:	MED-4
Earliest Anticipated Expiration Date:	3/01/2021
Title:	Prosthesis for the Replacement of a Posterior Element of a Vertebra
Inventors:	Fallin, T. Wade; Goble, E. Marlowe; Hoy, W. Robert
App. Date:	3/01/2001
Pub. Date:	7/16/2002
Issue Date:	
Patent #:	
Application #:	US2001000797309
Publication #:	
Priority Date:	
Priority #:	US2001000797309

2002

Docket #:	MED-3
Earliest Anticipated Expiration Date:	3/02/2021
Title:	Method and Apparatus for Spine Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	03/04/2002
Pub. Date:	1/02/2003
Issue Date:	
Patent #:	
Application #:	US2002000090293
Publication #:	US20030004572A1
Priority Date:	7/16/2002
Priority #:	US2001000797309

Docket #:	MED-4-CON
Earliest Anticipated Expiration Date:	3/01/2021
Title:	Prosthesis for the Replacement of a Posterior Element of a Vertebra
Inventors:	Fallin, T. Wade; Goble, E. Marlowe; Hoy, W. Robert
App. Date:	7/16/2002
Pub. Date:	2/27/2003
Issue Date:	
Patent #:	
Application #:	US2002000196716
Publication #:	US200300040797A1
Priority Date:	7/16/2002
Priority #:	US2001000797309

2003

Docket #:	MED-1 CON
Earliest Anticipated Expiration Date:	11/29/2020
Title:	Facet Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	4/23/2003
Pub. Date:	
Issue Date:	
Patent #:	
Application #:	
Publication #:	
Priority Date:	11/29/2000
Priority #:	US2000000726169

Docket #:	MED-3-PCT
Earliest Anticipated Expiration Date:	N/A (PCT) - INT'L '20
Title:	Method and Apparatus for Spine Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	5/02/2003
Pub. Date:	
Issue Date:	
Patent #:	
Application #:	
Publication #:	
Priority Date:	
Priority #:	

Docket #:	MED-2 CON
Earliest Anticipated Expiration Date:	12/13/2020
Title:	Multiple Facet Joint Replacement
Inventors:	Goble, E. Marlowe; Fallin, T. Wade; Hoy, W. Robert
App. Date:	4/22/03
Pub. Date:	
Issue Date:	
Patent #:	
Application #:	
Publication #:	
Priority Date:	12/13/2000
Priority #:	US2000000736103

## TECHNOLOGY TRANSFER AGREEMENT

This Agreement is dated as of May 27, 2003 by and between Facet Solutions, Inc., a Delaware corporation ("Buyer") and Dr. William Fitz, a resident of Upper Arlington, Ohio ("Seller").

WHEREAS, Seller owns certain technology ("Technology Documentation"), including patent rights and patent applications ("Patent Rights"), a description and list of which are set forth on Schedule 1 (the Technology Documentation and the Patent Rights shall collectively be referred to as the "Technology"); and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Technology on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

Section 1. Sale of Technology. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller will sell, transfer, assign, convey and deliver, and Buyer will purchase, all right, title and interest of Seller in the Technology.

Section 2. Further Assurances. Seller and Buyer shall execute all such further instruments and agreements as may reasonably be necessary in order to transfer more fully and effectively the Technology, including without limitation an Assignment of Patents and Patent Applications in the form of Exhibit A hereto.

Section 3. Purchase Price. In consideration for the Technology, Buyer will pay \$10,000 to Seller and will issue to Seller pursuant to a Stock Transfer Restriction Agreement in the form of Exhibit B hereto, 100,000 shares of Common Stock, par value \$.01 per share, of Facet Solutions, Inc. to Seller at the Closing, which shares shall be duly and validly issued, fully paid and nonassessable.

Section 4. The Closing. The closing of the sale and purchase of the Technology (the "Closing") shall take place at the offices of Choate, Hall & Stewart, Exchange Place, Boston, Massachusetts at 10:00 a.m. on May 27, 2003, or at such other time, date and place as are mutually agreeable to Seller and Buyer (the "Closing Date").

Section 5. Observer Rights. So long as the Seller owns at least 3.0% of the issued and outstanding Common Stock of the Company on a fully diluted basis, assuming the exercise of all securities exercisable for Common Stock and the conversion of all securities convertible into Common Stock, he shall have the right to receive notice of and to attend meetings of the Board of Directors of the Buyer as a non-voting observer. Notwithstanding the foregoing, the right set forth in this Section 5 shall terminate if required by an institutional investor who acquires more

than \$1.0 million of capital stock of the Company. Any confidential or proprietary information received by the Seller in connection with, during his attendance at or as the result of his participation in meetings of the Board of Directors shall be retained by him in strict confidence with the same duty of non-disclosure as would be applicable to a member of the Board of Directors of the Buyer in the exercise of his fiduciary duties to the Company.

Section 5. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

5.1 Organization. Seller has the right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof, including the sale, transfer and delivery of the Technology, and to enter into and carry out the terms of all agreements and instruments required to be delivered by the terms hereof, and all authorizations have been secured by Seller which are necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.2 Authority. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against him in accordance with its terms, subject to the effect of any bankruptcy, insolvency, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditors' rights and remedies generally and general equitable principles (whether enforcement is considered in a proceeding at law or in equity), including the discretion of the courts in granting equitable relief.

5.3 No Conflicts. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, and compliance with the provisions hereof, will not: (a) violate, conflict with or result in a breach of any provision or constitute a default under any contract or agreement to which Seller is a party or by which the Technology may be subject; or (b) violate any judgment, ruling, order, writ, injunction, award, decree, statute, law, ordinance, code, rule or regulation of any court or foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority which is applicable to Seller or the Technology.

5.4 Litigation. There are no outstanding judgments, rulings, orders, writs, injunctions, awards or decrees of any court or any foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority or arbitral tribunal against or involving Seller affecting the Technology, and Seller is not a party to, or, to the knowledge of Seller, threatened with, any litigation or judicial, governmental, regulatory, administrative or arbitration proceeding affecting the Technology.

5.5 Liens. Seller has good and marketable title to all of the Technology, free and clear of any lien, charge and encumbrance.

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5.6 Intellectual Property Rights. Seller does not own any patents, inventions or other intellectual property rights relating to the Technology, other than as set forth on Schedule 1. To the knowledge of Seller, there are no interference, reissue or reexamination proceedings relating to the Patent Rights in the United States Patent and Trademark Office and there are no opposition or revocation proceedings relating to the Patent Rights in any foreign country. Seller has received no written notice from any party of a claim that Seller is infringing upon or otherwise acting in contravention of any claimed right of such party under or with respect to any inventions, patents or other intellectual property rights of such party. To the knowledge of Seller, no third parties are infringing the Technology.

Section 6. Representations of Buyer. Buyer represents and warrants to Seller as follows:

6.1 Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the right, power and authority to enter into this Agreement and to carry out the terms and provisions hereof, including the purchase of the Technology, and to enter into and carry out the terms of all agreements and instruments required to be delivered by the terms hereof, and all authorizations have been secured by Buyer which are necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Authority. This Agreement has been duly authorized, executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, subject to the effect of any bankruptcy, insolvency, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditors' rights and remedies generally and general equitable principles (whether enforcement is considered in a proceeding at law or in equity), including the discretion of the courts in granting equitable relief.

6.3 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not: (a) violate, conflict with or result in a breach of any provision or constitute a default under (i) the Certificate of Incorporation or by-laws of Buyer, or (ii) any contract or agreement to which Buyer is a party or by which Buyer's assets, properties or business may be subject; or (b) violate any judgment, ruling, order, writ, injunction, award, decree, statute, law, ordinance, code, rule or regulation of any court or foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority which is applicable to Buyer or Buyer's assets, properties or business.

Section 7. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand or mailed by first class certified or registered mail, return receipt requested, postage prepaid, by reputable overnight mail or courier, with receipt confirmed, or by telecopy and confirmed by telecopy answer back, addressed as follows:

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If to Seller: Dr. William Fitz  
1997 Cambridge Blvd.  
Upper Arlington, OH 43221

If to Buyer: Facet Solutions, Inc.  
180 South 600 West  
Logan, Utah, 84321  
Attention: Alan Chervitz, CEO

In either case with copy to: Choate, Hall & Stewart  
Exchange Place  
53 State Street  
Boston, MA 02109  
Attention: Roslyn G. Daum, Esq.

or at such other address or addresses as may have been furnished in writing by any party to the others in accordance with the provisions of this Section 8.

Notices and other communications provided in accordance with this Section 8 shall be deemed delivered upon receipt. The furnishing of any notice or communication required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice to persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice or communication.

Section 8. Miscellaneous.

8.1 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

8.2 Entire Agreement. This Agreement together with the Schedules and Exhibits hereto embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8.3 Amendments and Waivers. Except as otherwise expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and Buyer. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

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8.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

8.5 Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

8.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware.

8.8 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8.9 License Back. If (a) the Buyer files a voluntary petition under any bankruptcy or insolvency law of the United States or any state thereof, or makes an assignment for the benefit of its creditors, or (b) an involuntary petition under any federal or state bankruptcy or insolvency law is filed against the Buyer which is not discharged within 30 days after the filing thereof, or (c) the Buyer (or, if the business of the Buyer is assumed by a successor or assign of the Buyer, such successor or assign) ceases to be engaged in the business of developing, manufacturing, selling or distributing facet resurfacing devices, the Buyer will grant to the Seller a non-exclusive, perpetual, worldwide, fully-paid license to use, make or have made, sell, license or distribute any products incorporating the Technology which is the subject of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

  
\_\_\_\_\_  
William Fitz, M.D.

FACET SOLUTIONS, INC.

By:

  
\_\_\_\_\_  
Name: Alan Chervitz  
Title: CEO

Schedule 1

Technology Documentation and Patent Rights

PATENT NUMBERS 5,571,191  
RE. 36,758

FOR ARTIFICIAL FACET JOINT PATENT  
AND REISSUE PATENT DATED  
6-27-2000

WLF  
AC

**Exhibit A**  
**Assignment of Patent Applications and Patents**

This Assignment is made as of May 27, 2003 by William Fitz, M.D., a resident of Upper Arlington, Ohio ("Seller").

Whereas, in accordance with a Technology Transfer Agreement of even date herewith between Seller and Facet Solutions, Inc., a Delaware corporation ("Buyer"), Seller has agreed to assign to Buyer certain patents, patent applications and other intellectual property of Seller.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells and assigns to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the patents and patent applications listed on the Attachment hereto, any further patents and patent applications based thereon or claiming a right of priority therefrom in any country (including without limitation any divisional, continuation, continuation-in-part, and/or foreign applications), any patents issuing on any such applications, and any reissue, reexamination or extension of any such patents (collectively, the "Patents and Patent Applications"), and all inventions, modifications, advances, new and/or useful improvements disclosed and/or claimed in the Patents and Patent Applications (collectively, the "Inventions"), as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

Seller authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to issue patents, to issue such patents for the Inventions, Patents and Patent Applications to Buyer (or its designees).

Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers reasonably requested by Buyer to perfect the transfer to Buyer of the rights and title to be assigned hereby.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed by its duly authorized representative as of the date first above written.

  
\_\_\_\_\_  
William Fitz, M.D.

Assignment of Patent Applications and Patents

List of Assigned Patents and Patent Applications

PATENT NUMBERS 5,571, 191

RE. 36,758

AC

**Exhibit B**  
**Stock Transfer Restriction Agreement**

**Assignment of Patent Applications and Patents**

This Assignment is made as of May 27, 2003 by William Fitz, M.D., a resident of Upper Arlington, Ohio ("Seller").

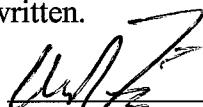
Whereas, in accordance with a Technology Transfer Agreement of even date herewith between Seller and Facet Solutions, Inc., a Delaware corporation ("Buyer"), Seller has agreed to assign to Buyer certain patents, patent applications and other intellectual property of Seller.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, sells and assigns to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the patents and patent applications listed on the Attachment hereto, any further patents and patent applications based thereon or claiming a right of priority therefrom in any country (including without limitation any divisional, continuation, continuation-in-part, and/or foreign applications), any patents issuing on any such applications, and any reissue, reexamination or extension of any such patents (collectively, the "Patents and Patent Applications"), and all inventions, modifications, advances, new and/or useful improvements disclosed and/or claimed in the Patents and Patent Applications (collectively, the "Inventions"), as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

Seller authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to issue patents, to issue such patents for the Inventions, Patents and Patent Applications to Buyer (or its designees).

Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers reasonably requested by Buyer to perfect the transfer to Buyer of the rights and title to be assigned hereby.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed by its duly authorized representative as of the date first above written.

  
\_\_\_\_\_  
William Fitz, M.D.



Assignment of Patent Applications and Patents

List of Assigned Patents and Patent Applications

PATENT NUMBERS 5,571,191

RE 36,758

WJ  
AC

**AMENDMENT NO. 1 TO  
TECHNOLOGY TRANSFER AGREEMENT**

This AMENDMENT NO. 1 TO TECHNOLOGY TRANSFER AGREEMENT (the "Agreement") is made and entered into as of January 15, 2004 by and among Facet Solutions, Inc., a Delaware corporation (the "Company") and Dr. William Fitz, a resident of Upper Arlington, Ohio ("Transferor").

RECITALS

WHEREAS, the parties entered into a Technology Transfer Agreement dated as of May 27, 2003 (the "Transfer Agreement"), pursuant to which the Transferor assigned certain technology and related rights to the Company;

WHEREAS, in order to induce the Company to enter into a sale of shares of its Series A Preferred Stock to certain investors and in order to induce such investors to purchase such shares, the Transferor and the Company hereby agree to amend the Transfer Agreement as set forth herein; and

WHEREAS, pursuant to Section 8.3 of the Transfer Agreement, any term of the Transfer Agreement may be modified or amended with the written consent of the Company and the Transferor.

NOW, THEREFORE, in consideration of the promises and conditions contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings given to them in the Transfer Agreement.
2. Amendment to Transfer Agreement. Section 8.9 of the Transfer Agreement shall be, and it hereby is, amended and restated to read in full as follows:

"8.9. License Back. If (a) Buyer files a voluntary petition under any bankruptcy or insolvency law of the United States or any state thereof, or makes an assignment for the benefit of its creditors, or (b) an involuntary petition under any federal or state bankruptcy or insolvency law is filed against the Buyer which is not discharged within 30 days after the filing thereof, or (c) the Buyer (or, if the business of the Buyer is assumed by a successor or assign of the Buyer, such successor or assign) ceases any and all activity related to the development, manufacture, sale or distribution of devices used in connection with facet arthroplasty, the Buyer will grant to the Seller a non-exclusive, perpetual, worldwide, fully-paid license to use, make or have made, sell, license or distribute any products incorporating the Technology which is the subject of this Agreement. Notwithstanding the foregoing, this Section 8.9 shall terminate and be of no further force or effect upon the earlier of (a) the closing of (i) the sale, transfer or other disposition of all or substantially all of Buyer's assets, (ii) the merger or consolidation of Buyer with or into another entity

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(except a merger or consolidation in which the holders of capital stock of the Buyer immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Buyer or the surviving or acquiring entity), (iii) the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons, of the Buyer's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of Buyer (collectively, a "Change in Control"), provided that such Change in Control results in proceeds to Buyer or to the holders of Buyer's capital stock of at least twenty million dollars (\$20,000,000), or (b) the consummation of Buyer's first firm commitment underwritten sale of its Common Stock or other securities pursuant to a registration statement under the Securities Act of 1933, as amended."

3. Miscellaneous.

3.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

3.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, and with counterpart signature pages, including facsimile signature pages, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

3.4 Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by the Company and the Transferor. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

WZ

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

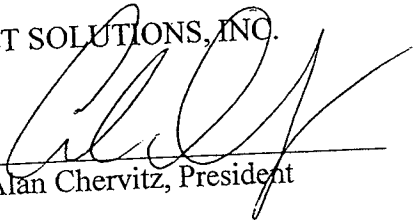
**TRANSFEROR:**

\_\_\_\_\_  
Dr. William Fitz

**COMPANY:**

FACET SOLUTIONS, INC.

By: \_\_\_\_\_

  
Alan Chervitz, President

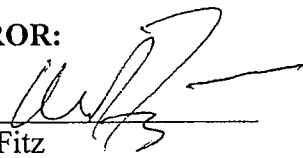
SIGNATURE PAGE TO AMENDMENT NO. 1  
TO THE TECHNOLOGY TRANSFER AGREEMENT

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**PATENT**  
**REEL: 035021 FRAME: 0766**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TRANSFEROR:

  
\_\_\_\_\_  
Dr. William Fitz

COMPANY:

FACET SOLUTIONS, INC.

By: \_\_\_\_\_

Alan Chervitz, President

SIGNATURE PAGE TO AMENDMENT NO. 1  
TO THE TECHNOLOGY TRANSFER AGREEMENT

OSVPR-HS39084.1

RECORDED: 02/18/2015

PATENT  
REEL: 035021 FRAME: 0767