PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3436697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MARK A. REILEY	08/07/1996

RECEIVING PARTY DATA

Name:	KYPHON INC.
Street Address:	3110 CORONADO DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6981981
Patent Number:	6066154

CORRESPONDENCE DATA

Fax Number: (408)773-6177

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.

Phone: 866-877-4883
Email: patents@ascendalaw.com
Correspondent Name: ASCENDA LAW GROUP
Address Line 1: 333 W. SAN CARLOS ST.
Address Line 2: SUITE 200
Address Line 4: SAN JOSE, CALIFORNIA 95110

ATTORNEY DOCKET NUMBER:	6981981 & 6066154
NAME OF SUBMITTER:	TAREK N. FAHMI
SIGNATURE:	/Tarek N. Fahmi/
DATE SIGNED:	07/13/2015

Total Attachments: 3
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TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement, dated as of August 7, 1996 (the "Agreement"), is entered into by and between Kyphon Inc., a Delaware Corporation (the "Company"), and Mark A. Reiley, M.D. ("Assignor").

1. Assignment. Effective upon the date hereof (the "Effective Date"), in consideration of the receipt of $50.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, assign, set over and convey to Company, and Company's successors and assigns, all of Assignor's right, title and interest in and to (in the United States and all foreign countries) and all inventions, improvements, original works of authorship, proprietary information, designs, mask work rights, processes, manufacturing techniques, trade secrets, ideas or copyrightable works that are described in Exhibit A hereto (and all rights to obtain, register and enforce these proprietary interests) and that were made or conceived by Assignor, either alone or in conjunction with others (collectively, the "Technology"). Assignor acknowledges and agrees that the Technology and all proprietary rights to the Technology are the sole property of the Company.

2. Covenant. Assignor hereby represents, warrants and covenants to the Company, its successors and assigns that (i) no assignment, grant, option, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as expressed herein is possessed by Assignor, (ii) he has not violated and, by transferring the Technology and other interests to the Company as proposed, will not violate any of the patents, trademarks, service marks, trade names, copyrights, mask work rights or any other proprietary rights of any person or entity and (iii) he shall provide the Company with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including upon request by the Company to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

With respect to the original works of authorship, developments, improvements, trade secrets, patents and patent applications assigned to the Company hereunder, the Assignor will assist the Company in any reasonable manner to obtain for the Company's benefit patents and/or copyrights in any and all countries and the undersigned will execute, when requested, patent and/or copyright applications and assignments thereof to the Company or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Assignment. Assignor will further assist the Company in every way to enforce any patents and/or copyrights obtained, including without limitation, testifying in any suit or proceeding involving any of said patents and/or copyrights, or by executing any documents deemed necessary by the Company.

3. Power of Attorney. Assignor hereby constitutes and appoints the Company and the Company's successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in the name and stead of Assignor, but on behalf of and for the benefit of the Company, the Company's successors and assigns, to demand and receive any and all of the property set forth above and to give receipts and releases for and in respect of the same and any part thereof and from

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tine to time to institute and prosecute in the name of Assignor or otherwise in the manner set forth and to the extent provided in the Agreement and for the benefit of the Company, its successors and assigns any and all proceedings at law, in equity or otherwise, which the Company, its successors or assigns may deem proper for the collection or reduction to possession of any of the property for the collection and enforcement of any claim or right of any kind hereby transferred, assigned, set over and conveyed or intended so to be and to do all acts and things in relation to the property set forth above that the Company or the Company's successors or assigns shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. Indemnification. The Company agrees to indemnify and hold harmless the Assignor from and against any liability, claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by or arising out of, or resulting from, the exercise or practice of the licenses granted hereunder by Company or its officers, employees, agents or representatives. Assignor shall promptly notify the Company in writing of any claim or suit or threat thereof brought against such Assignor in respect of which indemnification may be sought and, to the extent allowed by law, shall cooperate with the Company in defending or settling any such claim or suit. No settlement of any claim, suit or threat thereof received by Assignor and for which Assignor will seek indemnification, shall be made without the prior written approval of the Company. The Company shall have the right to defend Assignor against any such claim, suit or threat thereof and the Company shall have sole control over the defense, subject to Assignor's right to select its own counsel to review the matter for such Assignor at such Assignor's sole cost and expense.

5. Governing Law. This Agreement shall be governed by the laws of the State of California as if entered into by California residents and executed and wholly performed within the State of California. This Agreement represents the entire agreement between the parties with respect to the assignment of the Technology by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement on and as of the date first indicated above.

ASSIGNOR:

Mark A. Reiley, M.D.

KYPHON INC.

By: Karen Talmadge

Title: President

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EXHIBIT A

Description of Assigned Technology

The concept of development of devices for the internal fixation or internal treatment of bone, protocols for using devices, and related matters (the "Concept"). All technology related to the Concept including without limitation all existing work product relating to the Concept, inventions, improvements, suggestions, proposals, ideas, copyrights, patents or other proprietary interests related to or necessary or desirable for development of the Concept; including, without limitation, patent serial number 08/188,224, dated January 26, 1994, entitled "Improved Inflatable Device For Use In Protocol Relating To Fixation Of Bone"; international application number PCT/US95/01011, dated January 26, 1995, entitled "Improved Inflatable Device For Use In Protocol Relating To Fixation Of Bone"; patent number 08/485,394, dated June 8, 1995 as a Continuation-in-Part of patent number 08/188,224, entitled "Improved Inflatable Device For Use In Surgical Protocols Related To Treatment Of Fractured or Diseased Bone"; patent number (TBA), dated June 5, 1996 as a Continuation-in-Part of serial number 08/485,394, which is a Continuation-in-Part of patent number 08/188,224, entitled "Improved Inflatable Device For Use In Surgical Protocols Related To Treatment Of Fractured Or Diseased Bone"; and international application number PCT/US96/09933, dated June 6, 1996, entitled "Improved Inflatable Device For Use In Surgical Protocols Relating To Treatment Of Fractured Or Diseased Bone"; patent serial number 4,969,888, dated November 13, 1990, entitled "Surgical Protocol For Fixation Of Bone Using Inflatable Device", and serial number 5,108,404, dated April 28, 1992, entitled "Surgical Protocol For Fixation Of Bone Using Inflatable Device".

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