

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|-----------------------|----------------|-------------------------------------|
| Medtronic Spine LLC | FORMERLY Kyphon, Inc. | 03/25/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Kyphon SARL |
| Street Address: | rue de Puits-Godet 12/12a |
| City: | Neuchatel |
| State/Country: | SWITZERLAND |
| Entity Type: | LIMITED LIABILITY COMPANY: SWITZERLAND |

PROPERTY NUMBERS Total: 29

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Serial Number: | 78935205 | PERCLID |
| Serial Number: | 78630607 | QV-R |
| Serial Number: | 78630618 | QV-R |
| Serial Number: | 78807079 | SACRX |
| Registration Number: | 2766066 | SANATIS |
| Registration Number: | 2515874 | SLIP-LOC |
| Serial Number: | 78899038 | VERTECEPT |
| Serial Number: | 76591747 | H-VX |
| Serial Number: | 77274841 | |
| Serial Number: | 77189707 | DISCYPHOR DIRECT |
| Serial Number: | 77301078 | DISCYPHOR DIRECT |
| Serial Number: | 77223899 | KLIF |
| Serial Number: | 78909983 | FLEX STOP |
| Registration Number: | 2681697 | IPD |

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| | | |
|----------------------|----------|----------------------------------|
| Serial Number: | 77339548 | IPED |
| Registration Number: | 2608114 | |
| Registration Number: | 2625825 | SF |
| Registration Number: | 2695630 | SF X STOP |
| Registration Number: | 3121587 | SF X STOP PK |
| Registration Number: | 3083141 | SFMT |
| Registration Number: | 2713317 | ST. FRANCIS MEDICAL TECHNOLOGIES |
| Registration Number: | 2607948 | STENX |
| Serial Number: | 75884521 | STENEX |
| Registration Number: | 2457911 | X-STOP |
| Registration Number: | 2695629 | X-STOP |
| Registration Number: | 2695631 | X STOP |
| Registration Number: | 3151655 | X STOP PK |
| Serial Number: | 75648928 | EXTENSION STOP |
| Serial Number: | 78220054 | DYN X |

CORRESPONDENCE DATA

Fax Number: (763)505-2530
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 763.505.2526
Email: trademark@medtronic.com
Correspondent Name: Cindy Evenson
Address Line 1: 710 Medtronic Parkway
Address Line 2: LC 340
Address Line 4: Minneapolis, MINNESOTA 55432-5604

ATTORNEY DOCKET NUMBER: SP00988.230 ASSGN RECORD

DOMESTIC REPRESENTATIVE

Name: Medtronic, Inc.
Address Line 1: 710 Medtronic Parkway
Address Line 2: Trademark Dept., LC 340
Address Line 4: Minneapolis, MINNESOTA 55432-5604

NAME OF SUBMITTER: Cindy L. Evenson

Signature: /Cindy L. Evenson/

Date: 06/09/2008

Total Attachments: 15
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of March 25 2008 ("Effective Date") by and between:

Medtronic Spine LLC (formerly known as Kyphon Inc.), a Delaware limited liability company, with its principal place of business located at 1221 Crossman Ave, Sunnyvale, CA 94089 ("Medtronic LLC"), and

Kyphon SÀRL, a limited liability company organized and existing under the laws of Switzerland, with its registered address at rue du Puits-Godet 12/12a, 2000 Neuchâtel, Switzerland ("Kyphon Sarl").

RECITALS

- A. Medtronic and its affiliates including, without limitation, Medtronic LLC and Kyphon Sarl, are in the process of integrating the Medtronic and Kyphon businesses.
- B. As part of the integration, Medtronic LLC desires to transfer and assign to Kyphon Sarl all of Medtronic LLC's right, title and interest in and to the IP Assets (as defined herein), as a contribution to the capital of Kyphon Sarl (the "IP Assignment").
- C. This Agreement is intended to effect the IP Assignment with an effective time as of close of business on January 22, 2008 (the "Effective Time").

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

SECTION 1 ASSIGNMENT OF IP ASSETS

1.1 Assignment of Intellectual Property. Subject to the terms and conditions of this Agreement, as of the Effective Time, Medtronic LLC hereby assigns, transfers, conveys and delivers to Kyphon Sarl and Kyphon Sarl hereby acquires and accepts:

(a) Patents and Copyrights. All of its rights, title, and interest in and to the following: (i) all inventions, patents, and pending applications including, without limitation, those listed in Schedule 1; and (ii) all copyrights, registered and unregistered, including, without limitation, those listed in Schedule 2; that relate to Medtronic LLC's business operations, products, and services (collectively the "Intellectual Property"), together with (iii) all the rights and privileges that inhere in such Intellectual Property including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof;

(b) Trademarks. All of its rights, title, and interest in and to all trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered including, without limitation, those listed in Schedule 3 (the "Marks"), together with the goodwill of Medtronic LLC's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof; and

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(c) Licenses. All of its rights and obligations under those certain licenses listed in Schedule 4 (the "Licenses"). (The Intellectual Property, the Marks and the rights under the Licenses are collectively referred to in this Agreement as the "IP Assets.")

1.2 Deliveries. Medtronic LLC will deliver to Kyphon Sarl such documents as are necessary to transfer the IP Assets listed in Section 1.1 above.

1.3 Acknowledgment. Medtronic LLC acknowledges that, from and after the Effective Time, Kyphon Sarl is the owner of all rights, title and interest in and to the Intellectual Property and Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. Medtronic LLC will not at any time do or suffer to be done any act or thing that may materially adversely affect any rights of Kyphon Sarl in or to the Intellectual Property and Marks. Kyphon Sarl acknowledges that Medtronic LLC has granted certain licenses to the Intellectual Property and Marks and that Kyphon Sarl acquires such Intellectual Property and Marks subject to such licenses and other rights.

1.4 Cooperation. Medtronic LLC will take all actions necessary to execute any and all documents as may be reasonably requested by Kyphon Sarl from time to time to fully vest or perfect in Kyphon Sarl all right, title and interest in and to the IP Assets pursuant to this Agreement. Such actions may include without limitation, providing documents and information useful or necessary for the prosecution of any application to register or perfect any of the IP Assets, maintaining any trademark registration, or pursuing or defending any administrative, court or other legal proceeding involving one or more of the IP Assets.

SECTION 2 MISCELLANEOUS PROVISIONS

2.1 Further Assurances. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to effect the assignment of the IP Assets as contemplated in this Agreement. The parties acknowledge and agree that certain of the assignments contemplated by this Agreement may not be effected as of the Effective Time due to the inability of the parties to obtain necessary consents or approvals or the inability of the parties to take certain other actions necessary to effect such assignments. To the extent any assignments contemplated by this Agreement have not been fully effected as of Effective Time, Medtronic LLC and Kyphon Sarl shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Time. Nothing herein shall effect the assignment of any asset to the extent that such assignment causes forfeiture or loss of such asset. If an attempted assignment would be ineffective or would impair Kyphon Sarl's rights under any such asset so that Kyphon Sarl would not receive all such rights, then the parties will use commercially reasonable efforts to provide to, or cause to be provided to, Kyphon Sarl, to the extent permitted by law, the rights of any such asset and take such other actions as may reasonably be requested by Kyphon Sarl in order to place Kyphon Sarl, insofar as reasonably possible, in the same position as if such asset had been transferred as contemplated hereby.

2.2 Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

2.4 Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party against whom the same is sought to be enforced.



2.5 Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Kyphon Sarl

Medtronic Spine LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Kyphon Sarl

By: _____
Name: _____
Title: _____



Legalization No 166

On the basis of confrontation of signatures, I, the undersigned, Béatrice Ehlers, Public Notary in Lausanne (Canton of Vaud, Switzerland), hereby certify the authenticity of the signatures set to the deed hereabove by : _____

- Mr Herbert Riband, with professional domicile at Tolochenaz (Canton of Vaud, Switzerland), who proved his identity by his American passport number 711447735, _____
 - Mr Henri Meertens, with professional domicile at Tolochenaz (Canton of Vaud, Switzerland), who proved his identity by his Dutch passport number NF0219895, _____
- and who validly commit the company Kyphon Sarl, in Neuchâtel, by their joint signature. _____

Lausanne, the seventh of April two thousand and eight. _____



Béatrice Ehlers

| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|----------------|--------------------------|---|
| 298. | PERCLID | European Union (ECTM) | App. No. 5234893 |
| 299. | PERCLID | Japan | Application No. 002294/2007 |
| 300. | PERCLID | Norway | Application No. 2007 00661 Registration No. 240674 |
| 301. | PERCLID | Turkey | Application No. 2007/001531 |




| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|----------------|--------------------------|--|
| 302. | PERCLID | United States | Application No. 78/935,205 |
| 303. | QV-R | Argentina | Application No. 2.634.529 Registration No. 2144707 |
| 304. | QV-R | Argentina | Application No. 2.634.530 |
| 305. | QV-R | Brazil | Application No. 827.961.227 |
| 306. | QV-R | Switzerland | Registration No. 542.287 |
| 307. | QV-R | China | Application No. 5423902 |
| 308. | QV-R | China | Application No. 5944678 |
| 309. | QV-R | European Union (ECTM) | Application No. 4724431 |
| 310. | QV-R | European Union (ECTM) | Application No. 4724431 |
| 311. | QV-R | European Union (ECTM) | Application No. 4724431 |
| 312. | QV-R | Japan | Application No. 108489/2005 |
| 313. | QV-R | Japan | Application No. 108489/2005 |




| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|----------------|--------------------------|--|
| 314. | QV-R | Korea | Registration No. 683035 |
| 315. | QV-R | Taiwan | Application No. 94055787 Registration No. 1225283 |
| 316. | QV-R | United States | Application No. 78/630,607 |
| 317. | QV-R | United States | Application No. 78/630,618 |
| 318. | SACRX | Canada | Application No. 1311557 |
| 319. | SACRX | Switzerland | Registration No. 551016 |
| 320. | SACRX | European Union (ECTM) | Application No. 5234901 |
| 321. | SACRX | European Union (ECTM) | Application No. 5234901 |
| 322. | SACRX | European Union (ECTM) | Application No. 5234901 |
| 323. | SACRX | United States | Application No. 78/897,979 |
| 324. | SANATIS | Germany | Registration No. 300 00 684 |
| 325. | SANATIS | Germany | Registration No. 300 00 684 |
| 326. | SANATIS | Germany | Registration No. 300 00 684 |
| 327. | SANATIS | Germany | Registration No. 300 00 684 |
| 328. | SANATIS | European Union (ECTM) | Registration no. 001736503 |
| 329. | SANATIS | European Union (ECTM) | Registration no. 001736503 |
| 330. | SANATIS | European Union (ECTM) | Registration no. 001736503 |
| 331. | SANATIS | European Union (ECTM) | Registration no. 001736503 |
| 332. | SANATIS | Japan | Registration No. 4475402 |
| 333. | SANATIS | Japan | Registration No. 4475402 |
| 334. | SANATIS | Japan | Registration No. 4475402 |
| 335. | SANATIS | Japan | Registration No. 4475402 |






| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|---|---------------|---------------------------------------|
| 336. | SANATIS | United States | Registration No. 2766066 |
| 337. | SANATIS | United States | Registration No. 2766066 |
| 338. | SANATIS | United States | Registration No. 2766066 |
| 339. | SANATIS | United States | Registration No. 2766066 |
| 340. | SLIP-LOC | United States | Supplemental Registration No. 2515874 |
| 341. | VERTECEPT | United States | Application No. 78/899,038 |
| 342. | XPANDER | Brazil | Application No. 826170390 |
| 343. | XPANDER | Mexico | Application No. 633871 |
| 344. | HV-X | United States | Application No. 76/591,747 |
| 345. | KYPHONPAQUE | United States | Application No. 78143065 |
| 346. | KYPHOPLASTIC | United States | Application No. 76140045 |
| 347. |  | United States | Application No. 77/274,841 |



| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|---|--------------------------|-------------------------------------|
| | (Color Purple as applied to medical and surgical instruments) | | |
| 348. | ACTIVOS | Switzerland | Application No. 59521 |
| 349. | ACTIVOS | European Union (ECTM) | Application No. 6252671 |
| 350. | ACTIVOS | European Union (ECTM) | Application No. 6252671 |
| 351. | ACTIVOS | European Union (ECTM) | Application No. 6252671 |
| 352. | ACTIVOS | United States | Application No. 77/263,854 |
| 353. | DISCYPHOR DIRECT | European Union (CTM) | Application No. 6402176 |
| 354. | DISCYPHOR DIRECT | European Union (CTM) | Application No. 6402176 |
| 355. | DISCYPHOR DIRECT | European Union (CTM) | Application No. 6402176 |
| 356. | DISCYPHOR DIRECT | United States | Application No. 77/189,707 |
| 357. | DISCYPHOR DIRECT (Stylized) | United States | Application No. 77/301,078 |
| |  | | |
| 358. | KLIF | European Union (ECTM) | Application No. 6543714 |
| 359. | KLIF | European Union (ECTM) | Application No. 6543714 |
| 360. | KLIF | European Union (ECTM) | Application No. 6543714 |
| 361. | KLIF | United States | Application No. 77/223,899 |
| 362. | KYPHON FUNCTIONAL ANESTHETIC DISCOGRAPHY | European Union (ECTM) | Application No. 5665989 |
| 363. | KYPHON FUNCTIONAL ANESTHETIC DISCOGRAPHY | European Union (ECTM) | Application No. 5665989 |
| 364. | KYPHON FUNCTIONAL ANESTHETIC DISCOGRAPHY | European Union (ECTM) | Application No. 5665989 |
| 365. | FLEX STOP | Australia | Registration No. 1147832 |



| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|---|--------------------------|---|
| 379. | SF Logo  | Japan | Application No. 2000-105903 Registration No. 4541445 |
| 380. | SF Logo  | United States | Application No. 76/134,229 Registration No. 2,608,114 |
| 381. | SF Logo  | United States | Application No. 75/921,686 Registration No. 2,625,825 |
| 382. | SF X.STOP Logo | Australia | Application No. 918098 Registration No. 918098 |
| 383. | SF X.STOP Logo | Canada | Application No. 1145576 |
| 384. | SF X.STOP | China | Application No. 3232578 Registration No. 3232578 |
| 385. | SF X.STOP Logo | European Union (ECTM) | Registration No. 002802312 |
| 386. | SF X.STOP Logo | Japan | Application No. 2002-054603 Registration No. 4602669 |
| 387. | SF X.STOP Logo | Korea | Application No. 40-2002-0030300 Registration No. 0570558 |
| 388. | SF X.STOP Logo | Mexico | Application No. 557122 Registration No. 766625 |


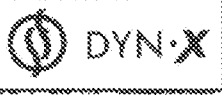


| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|-------------------------------------|--------------------------|--|
| 389. | SF X-STOP Logo | United States | Application No. 76/423,652 Registration No. 2,695,630 |
| 390. | SF X-STOP PK Logo | United States | Application No. 78/396,720 Registration No. 3,121,587 |
| 391. | SFMT | United States | Application No. 76/391,673 Registration No. 3,083,141 |
| 392. | ST. FRANCIS MEDICAL TECHNOLOGIES | European Union (EUTM) | Registration No. 004638813 |
| 393. | ST. FRANCIS MEDICAL TECHNOLOGIES | United States | Application No. 76/423,650 Registration No. 2,713,317 |
| 394. | STENX | Japan | Application No. 200-103229 Registration No. 4513392 |
| 395. | STENX and Design | Japan | Application No. 2000-105902 Registration No. 4518967 |
| 396. | STENX | United States | Application No. 75/884,520 Registration No. 2,607,948 |
| 397. | STENEX | United States | Application No. 75/884,521 |
| 398. | X-STOP Logo | Australia | Application No. 918099 Registration 918099 |
| 399. | X STOP | Australia | Application No. 918311 Registration No. 918311 |



| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|----------------|--------------------------|---|
| 400. | X STOP | Canada | Application No. 1145574 |
| 401. | X.STOP Logo | Canada | Application No. 1145575 |
| 402. | X.STOP Logo | China | Application No. 3232581 Registration No. 3232581 |
| 403. | X STOP | European Union (ECTM) | Registration No. 002764124 |
| 404. | X.STOP Logo | European Union (ECTM) | Registration No. 002802247 |
| 405. | X STOP FK | European Union (ECTM) | Registration No. 003663325 |
| 406. | X.STOP Logo | Japan | Application No. 2002-054604 Registration No. 4662668 |
| 407. | X STOP | Japan | Application No. 2002-65116 Registration No. 4664902 |
| 408. | X.STOP Logo | Korea | Application No. 40-2002-0030299 Registration No. 0570559 |
| 409. | X STOP | Korea | Application No. 40-2002-0029919 Registration No. 05705601/2/04 |
| 410. | X STOP | Mexico | Application No. 554631 Registration No. 765554 |
| 411. | X.STOP Logo | Mexico | Application No. 554978 Registration No. 763939 |
| 412. | X-STOP | United States | Application No. 75/577,822 Registration No. 2,457,911 |



| | MARK/ OWNER | COUNTRY | APPLICATION/ REGISTRATION NO. |
|------|--|--------------------------|--|
| 413. | X-STOP Logo  | United States | Application No. 76/423,051 Registration No. 2,695,629 |
| 414. | X STOP | United States | Application No. 76/423,053 Registration No. 2,695,631 |
| 415. | X STOP PK | United States | Application No. 78/395,720 Registration No. 3,151,655 |
| 416. | DYN X | European Union (ECTM) | Application No. 803277084 |
| 417. | DYN X | United States | Application No. 78/264,200 |
| 418. | EXTENSION STOP | United States | Application No. 75/648,928 |
| 419. | SF DYN X Logo  | United States | Application No. 78/220,054 |
| 420. | SPINE STENT | United States | Application No. 75/884,522 |
| 421. | SPINESTENT | United States | Application No. 76/331,751 |
| 422. | THE X STOP GIVES YOU WINGS | United States | Application No. 78/171,872 |
| 423. | <u>ADDING LIFE TO LATER YEARS. NOT JUST YEARS TO LATER LIFE</u> | United States | Application No. 78/146,298 Registration No. 2,734,845 |

