

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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		03/25/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Kyphon SARL
Street Address:	rue de Puits-Godet 12/12a
City:	Neuchatel 2000
State/Country:	SWITZERLAND
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2882252	
Serial Number:	78839484	ACCUCATH
Registration Number:	2734845	ADDING LIFE TO LATER YEARS. NOT JUST YEARS TO LATER LIFE.
Serial Number:	77145247	AHEAD OF THE CURVE
Registration Number:	3265463	AHEAD OF THE CURVE
Serial Number:	77145257	AHEAD OF THE CURVE
Serial Number:	77145272	AHEAD OF THE CURVE
Serial Number:	78935137	APERIUS
Serial Number:	78960058	APERIUS
Serial Number:	78948964	DISCYPHOR
Serial Number:	77301076	DISCYPHOR
Serial Number:	77145310	SS
Serial Number:	77145324	SS
Serial Number:	77145429	SS

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Serial Number:	77145432	SS
Serial Number:	77145439	SS
Serial Number:	77145441	SS
Registration Number:	3230170	ELEVATE
Registration Number:	3230168	EXACT

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: KYPHON ASSGN SP00988.230

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Cindy L. Evenson

Signature: /Cindy L. Evenson/

Date: 07/02/2008

Total Attachments: 11
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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

SFGDMS.6540322.2

(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 Sari

By: _____
Name:
Title:

Kyphon Sari

By: _____
Name:
Title:

Medtronic Spine LLC

By: _____
Name: Robert Jordheim
Title: Chief Financial Officer

STATE OF TENNESSEE)
)SS
COUNTY OF SHELBY)

On this 25th day of March 2008, before me, a Notary Public, appeared Robert Jordheim, personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Medtronic Spine LLC; that said instrument is executed on behalf of said corporation, and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 25th day of March, 2008.

Sabrina Chambers
Notary Public



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

Schedule 3


Trademarks and Trademark Registration Applications
Medtronic Spine Trademarks

	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
1.		United States	Registration No. 2882252
2.	ACCUCATH	United States	Application No. 78/839,484
3.	ADDING LIFE TO LATER YEARS, NOT JUST YEARS TO LATER LIFE	United States	Application No. 78/146,298 Registration No. 2,734,845
4.	AHEAD OF THE CURVE	Argentina	Application No. 2516320
5.	AHEAD OF THE CURVE	Brazil	Application No. 826552129
6.	AHEAD OF THE CURVE	Canada	Application No. 1217844 Registration No. 689555
7.	AHEAD OF THE CURVE	Chile	Registration No. 798786
8.	AHEAD OF THE CURVE	Colombia	Registration No. 292,701
9.	AHEAD OF THE CURVE	European Union (ECTM)	Registration No. 3832805
10.	AHEAD OF THE CURVE	European Union (ECTM)	Registration No. 3832805
11.	AHEAD OF THE CURVE	European Union (ECTM)	Registration No. 3832805
12.	AHEAD OF THE CURVE	Japan	Registration No. 4814121
13.	AHEAD OF THE CURVE	Taiwan	Registration No. 1167976
14.	AHEAD OF THE CURVE	Taiwan	Registration No. 1167976
15.	AHEAD OF THE CURVE	United States	Application No. 77/145,247
16.	AHEAD OF THE CURVE	United States	Application No. 76/562,058 Registration No. 3,265,463




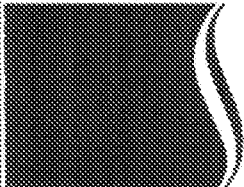


	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
17.	AHEAD OF THE CURVE	United States	Application No. 77/145,257
18.	AHEAD OF THE CURVE	United States	Application No. 77/145,272
19.	AHEAD OF THE CURVE	Venezuela	Registration No. P-260252
20.	APERIUS	Argentina	Application No. 2724522
21.	APERIUS	Australia	Application No. 1156374 Registration No. 1156374
22.	APERIUS	Brazil	Application No. 828.948.437
23.	APERIUS	Canada	Application No. 1331660
24.	APERIUS	Switzerland	Registration No. 556246
25.	APERIUS	Chile	Application No. 759540 Registration No. 793.443
26.	APERIUS	China	Application No. 5885820
27.	APERIUS	Colombia	Application No. 07 005213
28.	APERIUS	European Union (ECTM)	App. No. 5234885
29.	APERIUS	European Union (ECTM)	App. No. 5234885
30.	APERIUS	European Union (ECTM)	App. No. 5234885
31.	APERIUS	Hong Kong	Application No. 300798850
32.	APERIUS	Japan	Application No. 002295/2007
33.	APERIUS	Korea	Application No. 40-2007-2721 Registration No. 728159
34.	APERIUS	Mexico	Application No. 831047 Registration No. 986745







	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
35.	APERIUS	Norway	Application No. 2007 00660 Registration No. 240702
36.	APERIUS	New Zealand	Application No. 762103 Registration No. 762102
37.	APERIUS	Singapore	Application No. T07/014861 Registration No. T07014861
38.	APERIUS	Thailand	Application No. 631118
39.	APERIUS	Turkey	Application No. 2007/001530
40.	APERIUS	Taiwan	Application No. 096003075
41.	APERIUS	United States	Application No. 78/935,137
42.	APERIUS (Stylized) 	United States	Application No. 78/960,058
43.	DISCYPHOR	Australia	Application No. 1157554 Registration No. 1157554
44.	DISCYPHOR	Canada	Application No. 1332484
45.	DISCYPHOR	Switzerland	Registration No. 557494
46.	DISCYPHOR	China	Application No. 79037
47.	DISCYPHOR	European Union (ECTM)	Application No. 5633541



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
48.	DISCYPHOR	European Union (ECTM)	Application No. 5633541
49.	DISCYPHOR	European Union (ECTM)	Application No. 5633541
50.	DISCYPHOR	Japan	Application No. 4504/2007
51.	DISCYPHOR	Norway	Application No. 2007 00905 Registration No. 240188
52.	DISCYPHOR	Turkey	Application No. 2007/002639
53.	DISCYPHOR	United States	Application No. 78/948,964
54.	DISCYPHOR (Stylized) 	United States	Application No. 77/301,076
55.		European Union (ECTM)	Application No. 6324065
56.	Double S Design (b/w) 	United States	Application No. 77/145,310
57.	Double S Design (color) 	United States	Application No. 77/145,324
58.	Double S Design (b/w)	United States	Application No. 77/145,429



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
			
59.	Double S Design (color) 	United States	Application No. 77/145,432
60.	Double S Design (b/w) 	United States	Application No. 77/145,439
61.	Double S Design (color) 	United States	Application No. 77/145,441
62.	ELEVATE	Argentina	Application No. 2516322
63.	ELEVATE	Brazil	Application No. 826154751
64.	ELEVATE	Canada	Application No. 1217853 Registration No. TMA702,794
65.	ELEVATE	Chile	Registration No. 706868
66.	ELEVATE	Colombia	Registration No. 292.702
67.	ELEVATE	European Union (ECTM)	Registration No. 3833068
68.	ELEVATE	European	Registration No. 3833068

	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
		Union (ECTM)	
69.	ELEVATE	European Union (ECTM)	Registration No. 3833068
70.	ELEVATE	Japan	Registration No. 4814229
71.	ELEVATE	Mexico	Registration No. 850664
72.	ELEVATE	Mexico	Registration No. 900811
73.	ELEVATE	Taiwan	Registration No. 1160010
74.	ELEVATE	Taiwan	Registration No. 1160010
75.	ELEVATE	United States	Application No. 76/562,060 Registration No. 3230170
76.	ELEVATE	Venezuela	Registration No. P-260253
77.	EXACT	Argentina	Application No. 2516312
78.	EXACT	Brazil	Application No. 826170382
79.	EXACT	Chile	Application No. 648098
80.	EXACT	Colombia	Application No. 04048492
81.	EXACT	European Union (ECTM)	Application No. 3833076
82.	EXACT	European Union (ECTM)	Application No. 3833076
83.	EXACT	European Union (ECTM)	Application No. 3833076
84.	EXACT	Japan	Application No. 2004-047891
85.	EXACT	Mexico	Application No. 634058
86.	EXACT	Mexico	Application No. 634049
87.	EXACT	Taiwan	Registration No. 1160009
88.	EXACT	Taiwan	Registration No. 1160009
89.	EXACT	United States	Application No. 76/562,036 Registration No. 3230168

