

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
Bio-Medical Devices, Inc.		07/22/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kyphon SARL		
Street Address:	rue de Puits-Godet 12/12a		
City:	Neuchatel		
State/Country:	SWITZERLAND		
Postal Code:	1000		
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3392320	NATRIX	
CORRESPONDENCE DATA			
Fax Number:	(763)505-2530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	T3564US SP00988.230		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 3392320

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**TRADEMARK
 REEL: 004137 FRAME: 0300**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Cindy L. Evenson

Signature:

/Cindy L. Evenson/

Date:

01/26/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Bio-Medical Devices, Inc., a State of California corporation ("Assignor") is the owner of the entire right, title and interest in and to the trademarks, trade names, service marks and registrations and applications listed on Exhibit A attached hereto and made a part hereof and all rights and goodwill associated therewith ("Trademarks");

WHEREAS, Assignor is an affiliate of Pabban Development, Inc. ("Pabban");

WHEREAS, Kyphon Sarl, a Swiss limited liability company ("Assignee"), and Pabban are parties to a concurrent transaction wherein Assignee is purchasing, among other things, certain intellectual property of Pabban, and the Trademarks; and

WHEREAS, Assignor's transfer of all rights in the Trademarks to Assignee is part of the inducement for Assignee to enter into the transaction with Pabban;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor, for itself and its successors and assigns does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, all of the right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks, all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith. Assignor agrees to execute any additional documents presented to Assignor by Assignee and to perform any other acts which are or may be necessary to evidence or perfect this Trademark Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer as of this 22 day of JULY, 2008.

Bio-Medical Devices, Inc.

By: [Signature]

Name: NICK HERBERT
Title: PRESIDENT

State of California)
County of ORANGE)

On July 22, 2008 before me, LORRANE E. PETERSON, Notary Public, personally appeared NICK HERBERT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine E. Peterson
Notary Public
My Commission Expires on MARCH 28, 2011



EXHIBIT A

COUNTRY	DESCRIPTION	SERIAL #	TITLE	Registration #	Registered
U.S.A.	Trademark Registration	76/660,760	NATRIX	3,392,320	03/04/2008