

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pearsalls Limited		08/04/2005	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NuVasive, Inc.		
<b>Street Address:</b>	4545 Towne Centre Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78576605	NEODISC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)909-2007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-243-0029		
<b>Email:</b>	jspangler@nuvasive.com		
<b>Correspondent Name:</b>	Jonathan Spangler		
<b>Address Line 1:</b>	NuVasive, Inc.		
<b>Address Line 2:</b>	4545 Towne Centre Court		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	179US1		
<b>NAME OF SUBMITTER:</b>	Jonathan Spangler		
<b>Signature:</b>	/jonathan spangler/		

CH \$40.00 78576605

Date:

03/24/2006

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made effective as of August 4, 2005, by PEARSALLS LIMITED, a private limited company incorporated in England and Wales under registration number 03851227 ("Assignor"), in favor of NUVASIVE, INC., a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated August 4, 2005 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets (as defined in the Purchase Agreement), including, without limitation, all of the intellectual property set forth on Schedule 1.1(a) and Schedule 4.7(a) to the Purchase Agreement (copies of which schedules are attached hereto as Exhibits A and B).

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

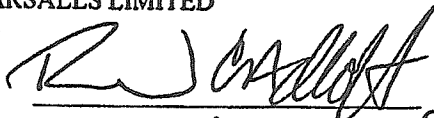
1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and to (i) the intellectual property set forth on Schedule 4.7(a) of the Purchase Agreement and attached hereto at Exhibit A, (ii) the Assigned Ellis License Rights set forth on Schedule 1.1(a) of the Purchase Agreement and attached hereto at Exhibit B, (iii) the goodwill associated therewith, and (iv) all rights to sue for and recover and retain damages, costs or attorneys' fees for present and past infringement thereof (all of the foregoing collectively referred to as the "Assigned IP").
2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for patents, trademark registrations, copyright registrations or other forms of protection for the Assigned IP and to prosecute such applications or registrations, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever necessary or desirable, Assignor agrees to review and execute and cause inventors to execute any or all documents to give effect to this provision.
3. Authorization to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee as or its successors, assigns or nominees to apply for patents, trademark registrations, copyright registrations or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.

4. Further Assurances. Assignor agrees to take such further action and to execute such reasonable and truthful documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned IP and any improvements thereunder.
5. Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof.
6. Cooperation. Assignor shall use Assignor's best efforts to cooperate fully with Assignee and shall retain and give Assignee complete access to all of Assignor's relevant books and records for a period of five (5) years after the date of the Purchase Agreement and make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned IP provided that Assignee shall reimburse Assignor for its reasonable out-of-pocket expenses. As part of such cooperation, Assignee may join Assignor as a party if the need arises.
7. No Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto and their respective successors assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
8. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
9. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor does hereby release and forever quitclaim to Assignee all of its right, title and interest in and to the Assigned IP.

PEARSALLS LIMITED

By: 

Name: Richard C. Adloff

Title Sr. v.p. Finance

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SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK  
REEL: 003276 FRAME: 0343

EXHIBIT A

Schedule 1.1(a)- Assigned Ellis License Rights

- I. The Assigned Ellis License Rights include all of Seller's rights and obligations under the Ellis License, with respect to:
- (a) all patents covered by the Ellis License (the "Ellis Patents") and all patent applications (including but not limited to any provisional, non-provisional, international, foreign national, divisional, continuation, continuation-in-part and/or reissue application) that have been or may be filed in any country by or on behalf of Ellis Developments Limited ("EDL") which either are based on, or claim priority from, the Ellis Patents, or which are in respect of any improvements to which EDL is exclusively entitled; and all patents which may be granted pursuant to any of the foregoing patent applications;
  - (b) all know-how, experience, drawings, designs, specifications, diagrams, computer programs and other technical information relating to human surgical implants using embroidery technology and falling within the scope of one or more claims of the Ellis Patents or produced using any of EDL's technical information for the manufacture of such implants (the "Ellis Technical Information");
  - (c) all copyright, design right (registered and unregistered) and rights in the nature of copyright and design right in or in respect of drawings and other documents, recordings (in any form) and other articles bearing or embodying the Ellis Technical Information (the "Ellis Copyrights");
  - (d) all income, royalties, damages and payments in respect of the foregoing that may be due or payable following the date hereof;
  - (e) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Ellis Patents, Ellis Technical Information and Ellis Copyrights; and
  - (f) all other rights and obligations of Seller under the Ellis License, except those explicitly excluded;

and excluding the following rights and obligations, which are retained by Seller:

- (A) all obligations of Seller under Section 8 of the Ellis License;
- (B) all obligations of Seller under Section 16 of the Ellis License;
- (C) a non-exclusive, limited license under the Ellis Patents, the Ellis Copyrights and the Ellis Technical Information to manufacture vascular implants and other non-spinal surgical implants using embroidery technology and to market, offer for sale, sell or otherwise distribute such

products and to use, create derivative works from and reproduce the Ellis Copyright and Ellis Technical Information with respect to such products; provided that, Seller may not manufacture, have manufactured, market, offer for sale, sell or otherwise distribute any non-vascular product without the prior written consent of Buyer, which may be withheld for any reason; and

- (D) all obligations under the Ellis License that pertain to Seller's exercise of the rights set forth in paragraph (C) above, including, without limitation, such obligations relating to the payment of royalties, indemnification, and disclosure of Improvements (as defined in the Ellis License).

II. Buyer agrees that Seller may continue to manufacture the Memometal products manufactured by Seller as of the Closing Date.

EXHIBIT B

Schedule 4.7(a) – Medical Device Intellectual Property

A. Patents Owned Solely by Seller

Cervical Disc

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
6,093,205	United States	June 25, 1998	July 25, 2000	January 25, 2008	Renewal
9805547	South Africa	June 25, 1998	February 23, 2000	June 25, 2006	Renewal
743650	Australia	June 25, 1998	June 16, 2002	June 25, 2006	Renewal
991379	Europe	June 25, 1998	January 12, 2005	June 25, 2006	Renewals in Each of the Validated States

B. Patent Applications Owned Solely by Seller

Cervical Disc

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
2002506373	Japan	June 25, 1998	Pending	None	Awaiting Exam Report
99-7012308	South Korea	June 25, 1998	Pending	None	Awaiting Exam Report
PCT/GB98/01707 A1	PCT	June 25, 1998	Finished	None	



Lumbar Disc

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
PCT/GB2005/001161  (Attorney Ref. P208181WO)	PCT	March 24, 2005	Pending	October 26, 2005  September 26, 2006	19 Month Deadline for Requesting Int. Exam.  30 Month End of PCT Date

Elastomer Core

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
PCT/GB2005/001967  (Attorney Ref. P208206WO)	PCT	May 20, 2005	Pending	December 20, 2005  November 20, 2006	19 Month Deadline for Requesting Int. Exam.  30 Month End of PCT Date

Fatigue Testing for Elastomer Core

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
Awaiting Receipt  (Attorney Ref. P208235)	PCT	Being filed on August 4, 2005 according to Pearsalls' Patent Agent	Pending	March 18, 2006  February 18, 2007	19 Month Deadline for Requesting Int. Exam.  30 Month End of PCT Date

In-Situ Implant

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
PCT/GB2005/001179  (Attorney Ref. P208007WO)	PCT	March 24, 2005	Pending	October 26, 2005  September 26, 2006	19 Month Deadline for Requesting Int. Exam.  30 Month End of PCT Date

Annular Repair

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
PCT/GB2005/001157  (Attorney Ref. P208182WO)	PCT	March 24, 2005	Pending	October 26, 2005  September 26, 2006	19 Month Deadline for Requesting Int. Exam.  30 Month End of PCT Date

Fibre Core + Fabric Outer Combination Family

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
05113329.5	United Kingdom	June 3, 2005	Pending	June 3, 2006	12 Month Priority Deadline

**Nucleus**

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
0514891.1	United Kingdom	July 20, 2005	Pending	July 20, 2006	12 Month Priority Deadline

**C. Other Intellectual Property Owned Solely by Seller**

Subject	Ownership
Research and development files, clinical trial data, etc. for the devices	Seller
Trademarks for NeoDisc (including US 78/576,605, UK 2371785, EC 004314852 and any others relating to the NeoDisc)	Seller

**D. Patent Applications Owned Jointly by Seller with Ellis Developments Limited**

**Embroidery; Textile Prosthesis**

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
1326554	Europe	October 11, 2001	Pending	September 14, 2005 October 11, 2005	Response to Examination Report Renewal fee due - to be paid by CPA
2004510543	Japan	October 11, 2001	Pending	No Action	
10/398,883	United States	October 11, 2001	Pending	September 14, 2005	Response to Final Office Action
2003/7005179	Korea	October 11, 2001	Pending	No Action	
200303605	South Africa	October 11, 2001	June 30, 2004	October 11, 2005	Renewal fee due - to be paid by CPA
WO 02/30324 A1	PCT	October 11, 2001	Finished	No Action	

**Embroidery: Connector**

National Registration Number	Country	Filing Date	Issue Date	Upcoming Deadlines	Comments
10/399,016	United States	October 11, 2001	Pending	No Action	Published Feb. 5, 2004
WO 02/30306	PCT	October 11, 2001	Finished	No Action	
1326547	Europe	October 11, 2001	Pending	October 30, 2005  October 11, 2005	Response to Examination Report  Renewal fee due – to be paid by CPA
2003/7005180	Korea	October 11, 2001	Pending	No Action	
2002/533755	Japan	October 11, 2001	Pending	No Action	
200303606	South Africa	October 11, 2001	June 30, 2004	October 11, 2005	Renewal fee due – to be paid by CPA

**E. Other Intellectual Property**

Subject	Ownership
Instructions used as input to CAD-CAM software for manufacturing the embroidered jacket	Seller/Ellis/Butcher
Manufacturing know-how	Seller

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