

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
KYPHON SARL		04/25/2013
RECEIVING PARTY DATA		
Name:	Orthophoenix, LLC	
Street Address:	2515 McKinney Avenue	
Internal Address:	Suite 1000-B	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	6440138	
Patent Number:	7887543	
Patent Number:	7731720	
Patent Number:	6623505	
Patent Number:	5972015	
Patent Number:	6863672	
Patent Number:	6923813	
Patent Number:	7399306	
Patent Number:	7153307	
Patent Number:	6719761	
Patent Number:	7909827	
Patent Number:	8034071	
Patent Number:	6981981	
Patent Number:	6663647	
PATENT		

Patent Number:	7972340
Patent Number:	6248110
Patent Number:	7044954
Patent Number:	6280456
Patent Number:	7967827

#### CORRESPONDENCE DATA

Fax Number: 4087736177  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8668774883  
 Email: patents@fseip.com  
 Correspondent Name: Tarek N. Fahmi, APC  
 Address Line 1: 84 W Santa Clara St.  
 Address Line 2: Suite 550  
 Address Line 4: San Jose, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	11000361-ORTHO
NAME OF SUBMITTER:	Tarek N. Fahmi
Signature:	/Tarek N. Fahmi/
Date:	05/31/2013

#### Total Attachments: 48

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EXHIBIT C  
ASSIGNMENT AGREEMENT

This Assignment Agreement (the “Assignment Agreement”) is entered into among **Kyphon Sarl**, a limited liability company organized and existing under the laws of Switzerland, having a principal place of business at Pierre-A-Bot 97, Neuchatel, Switzerland 200, and **Warsaw Orthopedic, Inc.**, a corporation organized under the laws of the State of Indiana having a principal place of business at 2500 Siveus Crossing, Warsaw, Indiana 46581 and **Medtronic, Inc.**, a Minnesota corporation having a principal place of business at 710 Medtronic Parkway, Minneapolis, MN 55432, (collectively “Assignor” or “Medtronic”), and Orthophoenix, LLC (“Assignee”), a company having a principal place of business at

RECITALS

A. Assignor is the owner of the patents and applications set forth on Schedule I hereto; which collectively shall be referred to herein as the “Patents”.

B. Assignor and Assignee have agreed by way of that patent purchase Agreement dated April 25, 2013 (“Purchase Agreement”), among Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in the Purchase Agreement. In the event of any conflict between the terms of this Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby irrevocably, sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and reissues or reexaminations of any of the Patents, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications, and the right to claim for the same the priority rights derived from the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agrees that the assignment will be recorded by Assignee in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors,

assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Patents in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the Patents or any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

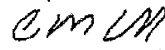
6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for the purpose of proof of the right of Assignee or nominee to claim ownership, including but not limited to the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

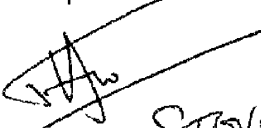
IN WITNESS WHEREOF, the Parties have executed this Assignment on this 25th day of April, 2013.

Execution Version

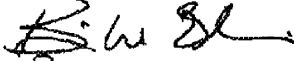
Medtronic, Inc.:

By:   
Name: Chadwick M. Cornell  
Title: VP Corp Dev

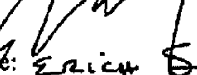
Kyphon Sarl:

By:   
Name: STEVEN SWINSON  
Title: VP Spine & Biologics WECHAN

Warsaw Orthopedic, Inc.:

By:   
Name: Brian W. Bile  
Title: V.P., Chief Counsel

Assignee: Orthophoenix, LLC

By:   
Name: Eric Spanner  
Title: CEO

*Execution Version*

SCHEDULE I TO ASSIGNMENT AGREEMENT (Exhibit C)

PATENTS



Schedule I to the Assignment Agreement  
Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
US	08/911,827	8/15/1997	5,972,015	10/26/1999	Expandable, Asymmetric Structures for Deployment in Interior Body Regions
US	09/055,805	4/6/1998	6,440,138	8/27/2002	Structures and Methods for Creating Cavities in Interior Body Regions
US	09/404,662	9/23/1999	6,280,456	8/28/2001	Methods for Treating Bone
US	09/496,987	2/2/2000	6,719,761	4/13/2004	Systems and Methods for Injecting Flowable Materials Into Bones

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The listing of a patent or application on this schedule is for inventory purposes only and does not constitute a representation or warranty as to any matter, including, but not limited to, claim scope, validity, enforceability, filing date, priority date, sufficiency of rights for any purpose, status (pending, abandoned, opposed, granted, expired) or relationship to any other patents or applications, listed or otherwise.

*HWG 24/Apr/13*  
*enc 4/26/13*  
*SS 4/24/13*

**PATENT**  
**REEL: 030529 FRAME: 0009**

## Schedule I to the Assignment Agreement

### Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0010

## Schedule I to the Assignment Agreement

### Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0011**

Schedule I to the Assignment Agreement  
Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
US	10/747,547	12/29/2003	6,981,981	1/3/2006	IMPROVED INFLATABLE DEVICE FOR USE IN SURGICAL PROTOCOL RELATING TO FIXATION OF BONE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
US	10/892,824	7/16/2004	6,923,813	8/2/2005	Devices for Creating Voids in Interior Body Regions and Related Methods
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
US	11/527,861	9/27/2006	8,034,071	10/11/2011	Systems and Methods for Forming A Cavity In Cancellous Bone

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## Schedule I to the Assignment Agreement

### Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0013**

Schedule I to the Assignment Agreement

Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
US	11/789,243	4/24/2007	7,887,543	2/15/2011	Systems and Methods for Injecting Flowable Materials Into Bones
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
US	12/718,415	3/5/2010	7,972,340	7/5/2011	Systems and Methods for Injecting Flowable Materials Into Bones
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED] [REDACTED]

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PATENT  
REEL: 030529 FRAME: 0014

### Patents/Applications

[illegible]

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### Patents/Applications

[illegible]

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**Schedule I to the Assignment Agreement**  
**Patents/Applications**

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**PATENT**  
**REEL: 030529 FRAME: 0017**

Schedule I to the Assignment Agreement  
Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
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### Patents/Applications

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### Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0020

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0021**

### Patents/Applications

[illegible]

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### Patents/Applications

[illegible]

Schedule I to the Assignment Agreement  
Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

## INACTIVE APPLICATIONS

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0024**



Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

### Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] Methods for Injecting Flowable Materials [REDACTED]

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0027

Schedule I to the Assignment Agreement  
Patents/Applications

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Schedule I to the Assignment Agreement  
Patents/Applications

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**PATENT**  
**REEL: 030529 FRAME: 0029**

### Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0030

Schedule I to the Assignment Agreement

Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0031**

Schedule I to the Assignment Agreement

Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0032



Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0033**

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

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Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0035

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Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0036**

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Patents/Applications

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PATENT  
REEL: 030529 FRAME: 0037

Schedule I to the Assignment Agreement  
Patents/Applications

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]

**INACTIVE PATENTS**

Filing Authority	Application #	Application Date	Patent #	Issue Date	Title
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0039

### Patents/Applications

[illegible]

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Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0041**

## Schedule I to the Assignment Agreement

### Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0042

Schedule I to the Assignment Agreement

Patents/Applications

[illegible]

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PATENT  
REEL: 030529 FRAME: 0043

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

Schedule I to the Assignment Agreement

[illegible]

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PATENT  
REEL: 030529 FRAME: 0045

### Patents/Applications

[illegible]

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## Schedule I to the Assignment Agreement

### Patents/Applications

[illegible]

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**PATENT**  
**REEL: 030529 FRAME: 0047**

Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]



### Patents/Applications

[illegible]

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Schedule I to the Assignment Agreement  
Patents/Applications

[illegible]

Schedule I to the Assignment Agreement  
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[illegible]

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**RECORDED: 05/31/2013**

PATENT  
REEL: 030529 FRAME: 0051