

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medtronic Spine LLC		03/25/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78948982	F.A.D.
Serial Number:	78948979	FUNCTIONAL ANAESTHETIC DISCOGRAPHY
Registration Number:	3037242	HV-R
Serial Number:	77145335	KYPHON SS
Serial Number:	77145344	KYPHON SS
Serial Number:	77145286	KYPHON
Registration Number:	2436526	KYPHON
Registration Number:	2509449	KYPHON
Serial Number:	77145434	KYPHON SS
Serial Number:	77145437	KYPHON SS
Serial Number:	77145293	KYPHON
Registration Number:	2540091	KYPHOPAK
Serial Number:	76562056	KYPHOS
Registration Number:	2454085	KYPHX

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Registration Number:	3230169	KYPHX EXPRESS
Registration Number:	3088336	KYPHX HV-R
Registration Number:	2743827	KYPHX XPANDER
Registration Number:	3174499	LATITUDE
Registration Number:	2603112	OSTEO INTRODUCER

**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 SP00088.230

**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: 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

(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 comman the company Kyphon Sarl, in Neuchâtel, by their joint signature. \_\_\_\_\_

Lausanne, the seventh of April two thousand and eight. \_\_\_\_\_

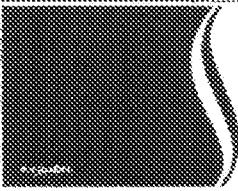


*Béatrice Ehlers*

	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
90.	EXACT	Venezuela	Application No. 7682-04
91.	F.A.D.	Australia	Registration No. 1157743
92.	F.A.D.	Canada	Application No. 1332743
93.	F.A.D.	Switzerland	Registration No. 556900
94.	F.A.D.	European Union (ECTM)	Application No. 5643127
95.	F.A.D.	European Union (ECTM)	Application No. 5643127
96.	F.A.D.	European Union (ECTM)	Application No. 5643127
97.	<u>F.A.D.</u>	United States	Application No. 78/948,982
98.	FUNCTIONAL ANAESTHETIC DISCOGRAPHY	Australia	Application No. 1158269 Registration No. 1158269
99.	FUNCTIONAL ANAESTHETIC DISCOGRAPHY	Canada	Application No. 1332924
100.	FUNCTIONAL ANAESTHETIC DISCOGRAPHY	Switzerland	Registration No. 556904
101.	FUNCTIONAL ANAESTHETIC DISCOGRAPHY	France	Application No. 073477 Registration No. 073477911
102.	<u>FUNCTIONAL ANAESTHETIC DISCOGRAPHY</u>	United States	Application No. 78/948,979
103.	HV-R	Brazil	Application No. 826154794
104.	HV-R	Brazil	Application No. 826154786
105.	HV-R	Mexico	Registration No. 849953
106.	HV-R	Mexico	Registration No. 846108
107.	<u>HV-R</u>	United States	Registration No. 3037243
108.	KYPHON	Argentina	Registration No. 1844511
109.	KYPHON	Australia	Registration No. 826071
110.	KYPHON	Brazil	Application No. 822602652
111.	KYPHON	Benelux	Registration No. 748919

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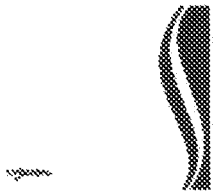
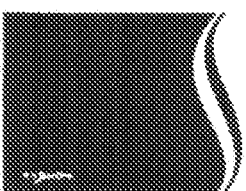
	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
112.	KYPHON	Benelux	Registration No. 748919
113.	KYPHON	Canada	Registration No. TMA635949
114.	KYPHON	Switzerland	Registration No. 477,694
115.	KYPHON	Switzerland	Registration No. 518308
116.	KYPHON	Switzerland	Registration No. 518308
117.	KYPHON	Chile	Registration No. 574.073
118.	KYPHON	China	Registration No. 1577843
119.	KYPHON	Colombia	Registration No. 286870
120.	KYPHON	Colombia	Registration No. 286878
121.	KYPHON	European Union (ECTM)	Registration No. 1517630
122.	KYPHON (and Design)	European Union (ECTM)	Registration No. 2114205
123.		European Union (ECTM)	Application No. 6324081
124.	KYPHON	European Union (ECTM)	Registration No. 1517630
125.	KYPHON (and Design)	European Union (ECTM)	Registration No. 2114205
126.	KYPHON (and Design)	European Union (ECTM)	Registration No. 2114205
127.	KYPHON	Finland	Registration No. 219586
128.	KYPHON	France	Registration No. 33261951
129.	KYPHON	France	Registration No. 33261951
130.	KYPHON	United Kingdom	Registration No. 2350436
131.	KYPHON	United Kingdom	Registration No. 2350436

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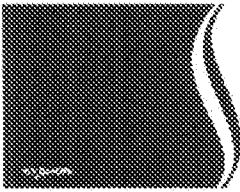
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	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
132.	KYPHON	Hong Kong	Registration No. 11920/2000
133.	KYPHON	Indonesia	Registration No. 475298
134.	KYPHON	Ireland	Registration No. 228288
135.	KYPHON	Ireland	Registration No. 228288
136.	KYPHON	Israel	Registration No. 169043
137.	KYPHON	Israel	Registration No. 169044
138.	KYPHON	India	Registration No. 906256
139.	KYPHON	Iceland	Registration No. 494/2000
140.	KYPHON	Italy	Application No. M12003C012038
141.	KYPHON	Italy	Application No. M12003C012038
142.	KYPHON	Japan	Registration No. 4439134
143.	KYPHON (and Design)	Japan	Registration No. 4586942
144.	KYPHON (and Design)	Japan	Registration No. 4586942
145.	KYPHON (and Design)	Korea	Application No. 40-2006-27167 Registration No. 707205
			
146.	KYPHON	Korea	Registration No. 505127
147.	KYPHON (and Design)	Korea	Application No. 40-2006-27167 Registration No. 707205
			
148.	KYPHON	Mexico	Registration No. 675332
149.	KYPHON	Malaysia	Registration No. 2182
150.	KYPHON	Norway	Registration No. 203.721
151.	KYPHON	New Zealand	Registration No. 609521
152.	KYPHON	Peru	Registration No. 95970



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
153.	KYPHON	Peru	Registration No. 34777
154.	KYPHON	Poland	Registration No. 146833
155.	KYPHON	Russia	Registration No. 214622
156.	KYPHON	Saudi Arabia	Application No. 119645
157.	KYPHON	Sweden	Registration No. 366 959
158.	KYPHON	Sweden	Registration No. 366 959
159.	KYPHON	Singapore	Registration No. T03/19940D
160.	KYPHON	Singapore	Registration No. T03/19441B
161.	KYPHON	Thailand	Application No. 662241
162.	KYPHON	Taiwan	Registration No. 912047
163.	KYPHON	Ukraine	Application No. M200707895
164.	KYPHON and Double S Design (black and white)	United States	Application No. 77/145,335
			
165.	KYPHON and Double S Design (color)	United States	Application No. 77/145,344
			



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
166.	KYPHON	United States	Application No. 77/145,286
167.	KYPHON	United States	Registration No. 2436526
168.	KYPHON (and Design)  KYPHON	United States	Registration No. 2509449
169.	KYPHON and Double S Design (black and white)  	United States	Application No. 77/145,434
170.	KYPHON and Double S Design (color)  	United States	Application No. 77/145,437
171.	KYPHON	United States	Application No. 77/145,293
172.	KYPHON	United States	Registration No. 2436526
173.	KYPHON (and Design)  KYPHON	United States	Registration No. 2509449
174.	KYPHON	Venezuela	Registration No. P-261295
175.	KYPHON	Venezuela	Registration No. S-027837
176.	KYPHON	South Africa	Registration No. 2000/02790
177.	KYPHON QV-R	Japan	Application No. 001259/2007
178.	KYPHON QV-R	Japan	Application No. 001259/2007
179.	KYPHOPAK	Australia	Registration No. 887824



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
180.	KYPHOPAK	Brazil	Application No. 826154808
181.	KYPHOPAK	Canada	Registration No. TMA587739
182.	KYPHOPAK	Switzerland	Registration No. 494,478
183.	KYPHOPAK	China	Registration No. 1998377
184.	KYPHOPAK	European Union (ECTM)	Registration No. 2357275
185.	KYPHOPAK	Hong Kong	Registration No. B157/2003
186.	KYPHOPAK	Japan	Registration No. 4558022
187.	KYPHOPAK	Korea	Registration No. 40-541474
188.	KYPHOPAK	Korea	Registration No. 703533
189.	KYPHOPAK	Mexico	Registration No. 916645
190.	KYPHOPAK	Norway	Registration No. 212962
191.	KYPHOPAK	New Zealand	Registration No. 64477
192.	KYPHOPAK	Taiwan	Registration No. 1017084
193.	KYPHOPAK	United States	Registration No. 2540091
194.	KYPHOPAQUE	European Union (ECTM)	Registration No. 2547651
195.	KYPHOS	Argentina	Application No. 2517029
196.	KYPHOS	Brazil	Application No. 826552110
197.	KYPHOS	Canada	Application No. 1217855
198.	KYPHOS	Chile	Registration No. 707.169
199.	KYPHOS	Colombia	Registration No. 292.710
200.	KYPHOS	European Union (ECTM)	Registration No. 3833092
201.	KYPHOS	European Union (ECTM)	Registration No. 3833092
202.	KYPHOS	Japan	Registration No. 4814120



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
203.	KYPHOS	Taiwan	Registration No. 1160011
204.	KYPHOS	Taiwan	Registration No. 1160011
205.	<u>KYPHOS</u>	United States	Application No. 76/562,056
206.	KYPHOS	Venezuela	Registration No. P-260255
207.	KYPHX	Argentina	Registration No. 2481251
208.	KYPHX	Australia	Registration No. 981539
209.	KYPHX	Brazil	Application No. 826115284
210.	KYPHX	Benclux	Registration No. 748918
211.	KYPHX	Canada	Registration No. TMA629813
212.	KYPHX	Switzerland	Registration No. 517,781
213.	KYPHX	Chile	Registration No. 702,078
214.	KYPHX	China	Registration No. 3843184
215.	KYPHX	Colombia	Registration No. 286871
216.	KYPHX	Germany	Registration No. 30363407
217.	KYPHX	European Union (ECTM)	Registration No. 3566866
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219.	KYPHX	European Union (ECTM)	Registration No. 3566866
220.	KYPHX	France	Registration No. 3326
221.	KYPHX	United Kingdom	Registration No. 2350435
222.	KYPHX	Hong Kong	Registration No. 3900125009
223.	KYPHX	Ireland	Registration No. 228394
224.	KYPHX	Israel	Registration No. 169045



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
225.	KYPHX	India	Registration No. 1265138
226.	KYPHX	Italy	Application No. MI2003C012037
227.	KYPHX	Japan	Registration No. 4802394
228.	KYPHX	Korea	Registration No. 613783
229.	KYPHX	Mexico	Registration No. 822519
230.	KYPHX	Norway	Registration No. 225075
231.	KYPHX	New Zealand	Registration No. 705662
232.	KYPHX	Peru	Registration No. 95969
233.	KYPHX	Sweden	Registration No. 366960
234.	KYPHX	Singapore	Registration No. T03/19950C
235.	KYPHX	Taiwan	Registration No. 1123301
236.	KYPHX	United States	Registration No. 2454085
237.	KYPHX	Venezuela	Registration No. P-261296
238.	KYPHX	South Africa	Application No. 2003/21251
239.	KYPHX EXACT	Japan	Registration No. 4876482
240.	KYPHX EXACT	Mexico	Registration No. 709662
241.	KYPHX XPANDER	Brazil	Application No. 826154816
242.	KYPHX EXPRESS	Brazil	Application No. 826154743
243.	KYPHX EXPRESS	Mexico	Registration No. 845129
244.	KYPHX EXPRESS	Mexico	Registration No. 860749
245.	KYPHX EXPRESS	United States	Application No. 75/562,655  Registration No. 3230169
246.	KYPHX HV-R	Brazil	Application No. 826154824
247.	KYPHX HV-R	Brazil	Application No. 816154778
248.	KYPHX HV-R	Switzerland	Registration No. 519,329
249.	KYPHX HV-R	Switzerland	Registration No. 519,329



	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
250.	KYPHX HV-R	China	Application No. 3727226
251.	KYPHX HV-R	China	Registration No. 3727227
252.	KYPHX HV-R	European Union (ECTM)	Registration No. 3102985
253.	KYPHX HV-R	European Union (ECTM)	Registration No. 3102985
254.	KYPHX HV-R	Japan	Registration No. 4823327
255.	KYPHX HV-R	Korea	Registration No. 648241
256.	KYPHX HV-R	Korea	Registration No. 648241
257.	KYPHX HV-R	Mexico	Registration No. 850662
258.	KYPHX HV-R	Mexico	Registration No. 846109
259.	KYPHX HV-R	United States	Registration No. 3088336
260.	KYPHX LATITUDE	Japan	Registration No. 4876483
261.	KYPHX XPANDER	Australia	Registration No. 902578
262.	KYPHX XPANDER	Canada	Registration No. TMA633488
263.	KYPHX XPANDER	Switzerland	Registration No. 497,862
264.	KYPHX XPANDER	China	Registration No. 3091470
265.	KYPHX XPANDER	European Union (ECTM)	Registration No. 2566420
266.	KYPHX XPANDER	Hong Kong	Registration No. 15233/2002
267.	KYPHX XPANDER	Israel	Registration No. 155330
268.	KYPHX XPANDER	Iceland	Registration No. 319/2002
269.	KYPHX XPANDER	Japan	Registration No. 4626105
270.	KYPHX XPANDER	Korea	Registration No. 549360
271.	KYPHX XPANDER	Mexico	Registration No. 843911
272.	KYPHX XPANDER	Norway	Registration No. 216.183
273.	KYPHX XPANDER	New Zealand	Registration No. 652217
274.	KYPHX XPANDER	Taiwan	Registration No. 1028306





	MARK/ OWNER	COUNTRY	APPLICATION/ REGISTRATION NO.
275.	KYPHX XPANDER	United States	Registration No. 2743827
276.	KYPHX XPANDER	South Africa	Application No. 2002/01515 Registration No. 2002/02790
277.	LATITUDE	Argentina	Application No. 2516323
278.	LATITUDE	Brazil	Application No. 826154760
279.	LATITUDE	Chile	Registration No. 707168
280.	LATITUDE	Colombia	Registration No. 292.707
281.	LATITUDE	European Union (ECTM)	Registration No. 3833101
282.	LATITUDE	European Union (ECTM)	Registration No. 3833101
283.	LATITUDE	European Union (ECTM)	Registration No. 3833101
284.	LATITUDE	Japan	Application No. 2004-047889
285.	LATITUDE	Mexico	Registration No. 850663
286.	LATITUDE	Mexico	Registration No. 900812
287.	LATITUDE	Taiwan	Registration No. 1160008
288.	LATITUDE	Taiwan	Registration No. 1160008
289.	LATITUDE	United States	Registration No. 3174499
290.	LATITUDE	Venezuela	Registration No. P-266254
291.	OSTEO INTRODUCER	United States	Supplemental Registration No. 2603112
292.	PERCLID	Australia	Registration No. 1156373
293.	PERCLID	Canada	Application No. 1331658
294.	PERCLID	Switzerland	Registration No. 556247
295.	PERCLID	China	Application No. 78986
296.	PERCLID	European Union (ECTM)	App. No. 5234893
297.	PERCLID	European Union (ECTM)	App. No. 5234893

