

03-24-1999



Docket No.: CMI-301

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
P08/REV02

100991600
PATENTS ONLY

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy them of.

1. Name of conveying party(ies):

Edward J. Sarnowski
Riyad E. Moe
Donald W. James

2. Name and address of receiving party(ies):

Name: SULZER CARBOMEDICS INC.

Internal Address: _____

Street Address: 1300 East Anderson LaneCity: Austin State: TX ZIP: 78752Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/23/99

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: 02/23/99

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Philip S. LyrenInternal Address: SULZER MEDICA USA INC.

03/19/1999 H&R 00000065 09265791

04 FC:581 40.00 CH

Street Address: 3 East Greenway Plaza, Suite 1600City: Houston State: TX ZIP: 770466. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00 ✓☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account ✓

8. Deposit account number:

09-0473 ✓

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Philip S. Lyren

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

PATENT

REEL: 9828 FRAME: 0315

MDP 3-10-99

10525 U.S. P
09/265791
03/16/99

ASSIGNMENT

In consideration of our technology purchase agreement(s) or employee agreement(s) with **SULZER CARBOMEDICS INC.** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, **Edward J. Sarnowski, Riyad E. Moe, and Donald W. James**, all residents of Texas, hereby severally assign, transfer, and deliver to **SULZER CARBOMEDICS INC.**, a Delaware corporation, having offices at Austin, TX, U.S.A., its successors and assigns (collectively referred to as "**SULZER CARBOMEDICS**"), the entire right, title and interest throughout the world to and in our invention **Prestressing Devices Incorporating Materials Subject to Stress Softening** Attorney Docket **#CMI-301**, the application for United States patent on the invention as well as all continuations and divisions of that application, and all patents granted on that and any other application(s) on the invention(s) in the United States and elsewhere, together with the exclusive right to make application for patents and similar protection, reissues, renewals and extensions on the invention(s) in the U.S. and foreign countries, and I/we hereby request the U.S. Commissioner of Patents and Trademarks and the corresponding official(s) having the authority to issue patents in any foreign country(ies) to issue patents on the invention(s) to **SULZER CARBOMEDICS**.

I/We confirm that we have not made any agreement in conflict with this Assignment. We promise and agree that we will promptly sign and deliver such other documents, provide such evidence and other information within our knowledge or belief, and do all other relevant things reasonably necessary in connection with obtaining or maintaining any of the patents, or in connection with any proceeding, controversy or litigation pertaining to any of the applications or patents, or in order to perfect, protect or enforce **SULZER CARBOMEDICS** ownership of the right, title and interest conveyed by this Assignment, or in connection with any other matter relating to or arising out of this Assignment, and that we will do all of these things without need for further

payment of money or other consideration to ourselves on the understanding that **SULZER CARBOMEDICS** will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations we have assumed by signing this document shall be binding on our respective legal representatives.

2-23-99
Date

Edward J. Sarnowski
Inventor's Signature

Edward J. Sarnowski
(Type Inventor's Name)

2/23/99
Date

Riyad E. Moe
Inventor's Signature

Riyad E. Moe
(Type Inventor's Name)

23 FEB 99
Date

Donald W. James
Inventor's Signature

Donald W. James
(Type Inventor's Name)