

MRD
2-19-99
TELEPHONE
(415) 781-0310

LAW OFFICES OF
THOMAS M. FREIBURGER
PATENT, TRADEMARK & COPYRIGHT LAW
650 CALIFORNIA STREET, 25TH FLOOR
SAN FRANCISCO, CALIFORNIA 94108

FACSIMILE
(415) 981-5027

February 16, 1999

03-02-1999

Commissioner of Patents and Trademarks
Washington, D.C. 20231



100976050

Re: Docket No. 501P
Recordation of Assignment Of Patent Application From
Harry J. Buncke to Frank Hoffman for
Vibrating Suction Surgical Needle

Dear Sir:

09 252 735

Please record the enclosed copy of an assignment document.
Relevant assignment data are as follows:

Assignor: Harry J. Buncke
1565 Kingswood Drive
Hillsborough, California 94010

Assignee: Frank Hoffman
1760 Willow Road
Hillsborough, California 94010

This is an assignment of an undivided one-half interest in the patent application and patent, the assignment document having been executed February 8 and February 15, respectively.

Please send all correspondence to Thomas M. Freiburger, at the address on this letter.

This is a request for recordation of an assignment of a single patent application, and the required fee of \$40 is enclosed.

To the best of my knowledge and belief, the information contained herein is true and correct, and any copy submitted is a true copy of the original document.

Yours very truly,

Thomas M. Freiburger
Reg. No. 27,063
Attorney for Harry J. Buncke
and Frank Hoffman

Free OK
405

TMF/dw
Enclosure

ASSIGNMENT

WHEREAS I, Harry J. Buncke, residing at 1565 Kingswood Drive, Hillsborough, California 94010, a citizen of the United States of America, have invented certain new and useful improvements for "VIBRATING SUCTION SURGICAL NEEDLE" for which application for Letters Patent has been executed of even date herewith; and

WHEREAS, Frank Hoffman of 1760 Willow Road, Hillsborough, California 94010 is desirous of acquiring an interest therein, to and under the said improvements and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Harry J. Buncke, do hereby sell, assign, transfer and set over, unto Frank Hoffman, his successors, legal representatives and assigns, an undivided one-half of the full right, title and interest in, to and under the said improvements, and the said application for patent, and all divisions, continuations and continuations-in-part thereof, and all patents of the United States which may be granted thereon and all applications for Letters Patent which may be filed for said improvements in any country or countries foreign to the United States, and all

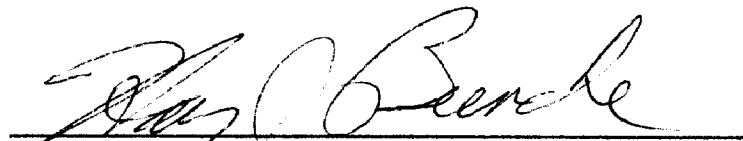
Letters Patent which may be granted for said improvements in any country or countries foreign to the United States, and to all extensions, renewals, and reissues thereof, and the right to claim priority under the International Convention for the Protection of Industrial Property; and I hereby authorize and request the Commissioner of Patents of the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Harry J. Buncke and Frank Hoffman, in the respective 50% interests.

It is hereby mutually agreed that neither Harry J. Buncke nor Frank Hoffman will grant a license or licenses under said application or Letters Patent (U.S. or foreign) or sell his interest or any portion of his interest therein without the written consent of the other, and no license or assignment shall be valid without the signature of both affixed thereto; and further it is agreed that all profits, of whatever nature, arising from sales of rights, licenses, or privileges to manufacture, sell or use said invention and improvements or from sales of the patent or any interest therein, shall be divided among the parties hereto in the respective interests stated herein, and that each shall account to the other for any profits, purchase price or royalties, etc. so received.

It is further agreed that if any party hereto shall make or shall have made or sell products coming within the said application or patent, he will account to the other for an amount equal to a percentage of a reasonable royalty thereon corresponding to the ownership percentage of the parties as set forth hereinabove, or a similar percentage of profit from such sales, whichever is greater.

IN WITNESS WHEREOF, we have executed and delivered this assignment on the date set forth below.

Date: February 8, 1999



Harry J. Buneke

Date: _____

Frank Hoffman

It is further agreed that if any party hereto shall make or shall have made or sell products coming within the said application or patent, he will account to the other for an amount equal to a percentage of a reasonable royalty thereon corresponding to the ownership percentage of the parties as set forth hereinabove, or a similar percentage of profit from such sales, whichever is greater.

IN WITNESS WHEREOF, we have executed and delivered this assignment on the date set forth below.

Date: _____

Harry J. Buncke

Date: Feb. 1, 1999

Frank Hoffman
Frank Hoffman