

06-09-1999

3:32PM;

Page 2/2



Docket No. X-1735

FORM PTO-1595

(Rev 10-96)

OMB No. 0651-0011 (exp. 4/94)

101027925  
RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

RICHARD J. SCHULTZ

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

## Name and address of receiving party(ies):

Name: SPECTRUM SURGICAL INSTRUMENTS, INC.

Internal Address: \_\_\_\_\_

## 3. Nature of conveyance:

[ X ] Assignment

[ ] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other \_\_\_\_\_

Street Address: 23440 COMMERCE PARK

City: CLEVELAND State: OHIO Zip: 44122

Additional name(s) &amp; address(es) attached? [ ] Yes [x] No

Execution Date: January 28, 1998

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 08/963,435  
filed November 3, 1997

B. Patent No.(s)

Additional numbers attached? [ ] Yes [x] No

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

Name: THOMAS E. YOUNG

Internal Address: \_\_\_\_\_

Street Address: VICKERS, DANIELS & YOUNG  
2000 TERMINAL TOWER  
CLEVELAND, OHIO 44113-2235

## 6. Total number of applications and patents involved: 1

7. Total fee(37 CFR 3.41):.....\$ 40.00

☒ Enclosed☒ You are authorized to charge our deposit account  
for any additional fee required.

## 8. Deposit account number: 22-0347

☒ A duplicate copy of this form is attached

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.

THOMAS E. YOUNG

Name of Person Signing

Signature

new 6/8/99  
original 2/2/98  
Date

Total number of pages including cover sheet, attachments, and document: [ 4 ]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231PTO  
7-2-98  
NMSPATENT  
REEL: 9844 FRAME: 0236

(SOLE INVENTOR)

Docket No. X-1735

VICKERS, DANIELS & YOUNG  
2000 TERMINAL TOWER  
CLEVELAND, OHIO 44113-2235

**ASSIGNMENT**

WHEREAS, ASSIGNOR: Richard J. Schultz

of the City, County and State of: City of Hudson, County of Summit and State of Ohio

has made an invention in ORTHOPEDIC PIN INSERTION TOOL

and has executed on October 28, 1997 an application for Letters Patent of the United States on said invention, hereinafter referred to as "said application"; \*

AND, WHEREAS, Spectrum Surgical Instruments, Inc., an Ohio corporation

having its principal place of business at: 23440 Commerce Park  
Cleveland, Ohio 44122

hereinafter called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest in, to and under said invention and said application;

**NOW THEREFORE,**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNOR hereby sells, transfers and assigns to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives the full, exclusive, entire, worldwide rights, title and interest in, to and under said invention as described and claimed in said application, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, continuations-in-part and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in ASSIGNEE'S own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as ASSIGNOR could have done if the foreign application had been filed in the name of the ASSIGNOR, and the entire interest in any Letters Patent which

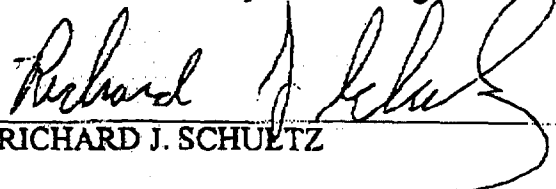
\*"said application" was filed November 3, 1997, Serial No. 08/963,435

**PATENT****REEL: 9844 FRAME: 0237**

may be granted on any such application in such foreign countries, and ASSIGNOR authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and owner of the said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to convey the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths or declarations and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when ASSIGNEE, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, ASSIGNOR will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and,

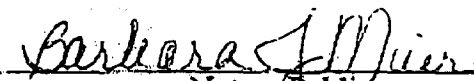
ASSIGNOR further covenants and agrees that ASSIGNOR will, at any time upon request, do everything possible to aid ASSIGNEE, its successors, assigns, nominees, or other legal representatives, either in the name of ASSIGNOR or ASSIGNEE, to apply for, obtain and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty and all the laws and treaties in force, all without further consideration but at the expense of ASSIGNEE, its successors, assigns, nominees or other legal representatives.

IN WITNESS WHEREOF, this assignment has been executed by the undersigned.

  
RICHARD J. SCHUETZ

STATE OF Ohio )  
 ) SS  
COUNTY OF Cuyahoga )

Subscribed and sworn to before me this 28 day of Jan 1998

  
Notary Public  
BARBARA J. MUIR  
Notary Public-State of Ohio, Cuya. Cty.  
My Commission Expires May 8, 1999