

08-06-2002

Docket No.: 19568.006

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
P08A/REV03

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings → → → ▼

102181171

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

1. Name of conveying party(ies):

Mark S. Gengler

7-26-02

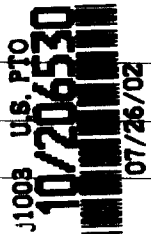
Additional names(s) of conveying party(ies)

Yes No

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

Name: Lone Eagle Innovations, LLC

Address: 108 West Warren Street



3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

City: Shelby

State/Prov.: NC

Country: US

ZIP: 28150

Execution Date: July 24, 2002

Additional name(s) & address(es)

Yes No

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

10/206530

If this document is being filed together with a new application, the execution date of the application is: July 24, 2002

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

Yes No

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

Name: Ronald W. Wangerow

Registration No. 29,597

Address: Kennedy Covington Lobdell & Hickman, LLP

Bank of America Corporate Center, Suite 4200

100 North Tryon Street

City: Charlotte

State/Prov.: NC

Country: US

ZIP: 28202-4006

6. Total number of applications and patents involved:

1

7. 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:

18-1215

(Attach duplicate copy of this page if paying by deposit account)

40.00 DP

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.

Ronald W. Wangerow

July 26, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 013144 FRAME: 0971

08/06/2002 LABELLER 00000054 10206530

01 FU:561

ASSIGNMENT

WHEREAS,

**Mark S. Gengler
15 Heritage Lane
Shelby, North Carolina 28150**

(hereinafter "Assignor") has invented certain new and useful improvements (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

CONTROLLED – MOTION ENDOSCOPIC GRASPING INSTRUMENT

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____

Filed on: _____; and

WHEREAS,

**Lone Eagle Innovations, LLC
108 West Warren Street
Shelby, North Carolina 28150**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

This the 24th day of July, 2002.

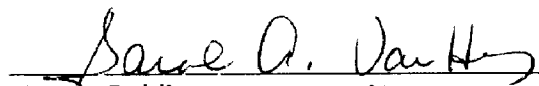


Mark S. Gengler, Assignor

NOTARIZATION

State of North Carol. NA)
County of Cleveland)
United States of America

On this 24th day of July, 2002, personally appeared before me the above-named person, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.



Notary Public **My Commission Expires April 04, 2004**
My Commission Expires: _____