

02-11-2003

U.S. DEPARTMENT OF COMMERCE Form **PTO-1595** REC U.S. Patent and Trademark Office (Rev. 10/02) 102361049 OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): Name: DYNAMED SYSTEMS, LLC 1. Michael F. ZANAKIS 2. Philip A. FEMANO Internal Address: Additional name(s) of conveying party(les) attached? Yes Vo 3. Nature of conveyance: ✓ Assignment Merger Street Address: 11 Park Place - Suite 1801 Change of Name Security Agreement Other\_\_ City: New York State: NY Zip: 10007 01/20/2003 Execution Date: Additional name(s) & address(es) attached? Yes V No 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) 10/292,414 B. Patent No.(s) Additional numbers attached? Yes Vo 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\_\_\_\_\_\$ Gibbons, Del Deo, Dolan, Griffinger ✓ Enclosed Internal Address:\_ Authorized to be charged to deposit account 02/06/2003 ANABI1 00000055 10292414 03 FC:8021 8. Deposit account number: Street Address: One Pennsylvania Plaza - 37 Fl 03-3839 - Only for deficiency or overpayment City: New York State: NY Zip: 10119-3701 DO NOT USE THIS SPACE

9. Signature.

Richard M. Lehrer

Name of Person Signing

January 29, 2003

Total number of pages including cover sheet, attachments, and documents:

Attorney Docket: 103577-43291

<u>ASSIGNMENT</u>

WHEREAS, I, Michael F. ZANAKIS, a citizen of the United States of America,

having a mailing address at 5190 S.E. Seascape Way, Bldg. 3-103, Stuart, Florida

34997; and

WHEREAS, I, Philip A. FEMANO, a citizen of the United States of America,

having a mailing address at 2 Alexander Avenue, Nutley, New Jersey 07110;

hereinbelow collectively called "Assignors" have made a certain novel and useful

invention entitled:

APPARATUS AND METHOD FOR REPAIR OF SPINAL CORD INJURY

described in US Patent Application Serial No. 10/292,414 filed November 11, 2002, US

Provisional Patent Application Serial No. 60/350,490 filed November 13, 2001, and

International Patent Application Serial No. PCT/US01/36058 filed November 12, 2002;

and

WHEREAS, DYNAMED SYSTEMS, LLC., a New York State limited

liability company, having offices and doing business at 11 Park Place, Suite 1801, New

York, New York 10007, and elsewhere, hereinbelow called "Assignee," is desirous of

securing the entire right, title and interest in and to the said invention, applications and

Letters Patent, when granted, and in and to any divisions, continuations, continuation-

in-parts, improvements, reexaminations, reissues or extensions that may be made or

granted thereon;

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#52350 v1 103577-43291 NOW, THEREFORE, BE IT KNOWN that for and in good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, assigns and nominees, the entire right, title and interest throughout the world in and to the invention, application and Letters Patent, when granted, and in and to any divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted on any of them; and

FOR THE CONSIDERATION AFORESAID, we hereby covenant and agree that whenever requested by said Assignee, its counsel or representative, the Assignee's successors, assigns, nominees, or the counsel or representative of the Assignee's successors, assigns, or nominees, to execute any papers or drawings for procurement of valid Letters Patent for the invention or for the reissue, reexamination, division, continuation or extension of the same, we will do so and will take all rightful oaths and affidavits, and do all acts necessary or required to be done, including testifying at an interference proceeding, to secure to the said Assignee, its successors, assigns or nominees, the title to and full benefit of all rights hereby assigned, without charge to said Assignor, but at the expense of the Assignee, its successors, assigns or nominees; and

FOR THE CONSIDERATION AFORESAID, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to

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PATENT REEL: 013733 FRAME: 0892 apply for Letters Patent or other form of protection on said invention in its own name or

in the name of its successors, assigns or nominees, in any or all countries where it may

desire to file such application, and where said application may be filed by another other

than the inventor; and we hereby covenant and agree to sign all papers and drawings,

take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required

to be done for the procurement and maintenance of Letters Patent or other form of

protection for said invention in countries foreign to the United States, and for further

investing or confirming the right and title thereto in the Assignee, its successors, assigns

or nominees, without charge to said Assignor, but at the expense of the Assignee, its

successors, assigns or nominees;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which

Letters Patent may be granted, as fully and completely as the same might be held by

me had this sale and assignment not been made;

AND The Commissioner of Patents is requested to issue said Letters Patent,

when granted, in accordance with this sale and assignment.

We declare under penalty of perjury under the laws of the United States of

America that we have signed this document as my/our own free act and that all of the

foregoing is true and correct.

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PATENT REEL: 013733 FRAME: 0893

Date: Jdn. 20, 2003	Michael J. ZANAKIS Inventor
STATE OF FLORIDA WY ) COUNTY OF NY ) ss.:	
On this QO day of January, 2003, before me personally appeared Michael J. ZANAKIS, to me known and known to me to be a co-assignor in the above matter and ne duly acknowledged to me that he executed the foregoing Assignment instrument of his own free will and for the purposes therein set forth.	
MODMACH DARADOM  Notery Pable of the Selfow York  No. CODACTORE  Certificate Filed in Now York County  Commission Expires Nov. 6, ≥005	Notary Public
(SEAL)	
Date: John 2003	Philip A. EEMANO Inventor
NY STATE OF NEW JERSEY ) COUNTY OF NY ) ss.:	
On this day of January, 2003, before me personally appeared Philip A. FEMANO, to me known and known to me to be a co-assignor in the above matter and ne duly acknowledged to me that he executed the foregoing Assignment instrument of his own free will and for the purposes therein set forth.	
MICHAEL BARASCH Notary Public, State of New York No. 02BA4792402 Certificate Filed in New York County Commission Expires Nov. 6, 200	Notary Public
SEAL)	

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**RECORDED: 02/05/2003** 

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