

Form PTO-1595 (Rev. 09/04)  
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U.S. DEPARTMENT OF COMMERCE  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

LB, INC.

Execution Date(s) December 22, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: LEE BERGER 2004 TRUST

Internal Address: Suite 320

Street Address: 101 Convention Center Drive

City: Las Vegas

State: Nevada

Country: US Zip: 89109

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)

5,423,850  
5,545,136  
5,658,310  
6,706,069

☐ This document is being filed together with a new application.

B. Patent No.(s)

10/640,647

Additional numbers attached? ☐ Yes ☒ No

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

Name: John S. Hale

Internal Address: GIPPLE & HALE

Street Address: 6665-A Old Dominion Drive

City: McLean

State: VA Zip: 22101

Phone Number: 703-448-1770 x301

Fax Number: 703-448-7780

Email Address: gipple.hale@verizon.net

**6. Total number of applications and patents involved:**

5

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-1340

Authorized User Name John S. Hale/Gipple & Hal

**9. Signature:**

John S. Hale Signature

12/22/2004 Date

John S. Hale

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$200.00 071340 10640647

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PATENT  
REEL: 015478 FRAME: 0816

**ASSIGNMENT**

WHEREAS, LB, LLC (hereinafter referred to as "Assignor"), a limited liability corporation organized under the laws of the State of Nevada, having a principal place of business at 101 Convention Center Drive, Suite 320, Las Vegas, Nevada 89109 and the owner of record in the United States Patent Office and Trademark Office Reel 015469 Frame 0633 for the following United States Letters Patents and United States Patent Applications:

<u>PATENT NUMBER</u>	<u>ISSUED</u>	<u>TITLE</u>
5,423,850	06/13/1995	Balloon compressor for internal fixation of bone fractures
5,545,136	08/13/1996	Grooved catheter director apparatus
5,658,310	08/19/1997	Balloon compressor for internal fixation of bone fractures
6,706,069	03/16/2004	Spinal grooved director with built in balloon

  

<u>APPLICATION NUMBER</u>	<u>FILED</u>	<u>TITLE</u>
10/640,647	08/14/2003	Method for using spinal grooved director with built in balloon

; and

WHEREAS, LEE BERGER 2004 TRUST (hereinafter referred to as "Assignee"), a trust organized under the laws of the State of Nevada, having a principal place of business at 101 Convention Center Drive, Suite 320, Las Vegas, Nevada 89109, is desirous of acquiring Assignor's entire right, title, and interest both domestic and foreign in and to the said inventions and said Letters Patents noted above, and in and to the said noted above application and said Letters Patent that issued thereon;

NOW, THEREFORE, for and in consideration of five dollars (\$5.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Assignor has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto to the said Assignee its successors, legal representatives and assigns, its entire right, title, and interest in and to the said inventions, said patents and in and to the said application and all patents which may be granted therefor, and all divisions, renewals, reissues, substitutions, continuations, and extensions thereof.

Assignor also hereby sells and assigns to Assignee's successors, legal representative and

assigns, his foreign rights to the inventions disclosed in said application and said patents and all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, in all patent granting countries of the world, including the right to file applications and obtain patents for said invention in Assignee's own name in said countries and including all rights of priority in said countries under the Patent Laws of the United States, the terms of the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and any and all extensions, renewals and reissues thereof and Assignor further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on the application as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

Assignor hereby further agrees that it will communicate to said Assignee or to its successors, assigns, and legal representatives, any facts known to it respecting said invention, any improvements, and at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, substitute applications and foreign applications, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors, legal representatives, assigns, and nominees to obtain and enforce proper patent protection for said invention in all countries.

IN WITNESS WHEREOF, I have set my hand and seal this 22nd day of December, 2004.

J. Lee Berger  
J. Lee Berger, President  
LB, LLC

STATE OF NJ :  
: SS  
COUNTY OF Bergen :

On this 22nd day of December, 2004, before me, a Notary Public, in and for the aforesaid, personally appeared J. Lee Berger to me known and known by me to be the person who signed and sealed this foregoing instrument, and he acknowledged the same to be his own free act and deed.

My commission expires 3/29/05

SEAL:

[Signature]  
Notary Public

