

07-22-2004

Form PTO-1595
(Rev. 03/01)
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ET U.S. DEPARTMENT OF COMMERCE
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102796632

22387 U.S. PTO
10/890078



To the Honorable Commission.

and trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Michael T. Patton

7.13.04

2. Name and address of receiving party(ies)

Name: Patton Surgical

Internal Address:

Street Address:

1000 Westbank Drive, Suite 5 A200

City: Austin

State: Texas

Zip: 78746

Additional name(s) & address(es) attached:

☐ Yes ☒ No

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: July 13, 2004

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

10890078

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

A. Patent Application No.(s):

60/549199

B. Patent No.(s):

Additional numbers attached?

☐ Yes☒ No

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

Name: William D. Wiese
JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

Internal Address: Atty. Dkt.: 61359-00701USPL

Street Address:

1445 Ross Avenue, Suite 3200

City: Dallas

State: TX

Zip: 75202

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

10-0447

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

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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.

William D. Wiese
Name of Person Signing

Signature

July 13, 2004
Date

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

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: July 13, 2004

Signature

(Annie C. Zohlen)

AUSTIN 386122v1 61359-00002

PATENT
REEL: 015569 FRAME: 0398

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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 13th day of July, 2004, by Michael T. Patton (hereinafter referred to as Assignor), residing at 1000 Westbank Drive, Suite 5A200, Austin, Texas 78746;

WHEREAS, Assignor has invented certain new and useful improvements in OBTURATOR WITH LOCKING SHIELD, set forth in a Provisional application with the United States, already filed on March 2, 2004 as U.S. application No. 60/549199; and

WHEREAS, Patton Surgical Corporation, a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1000 Westbank Drive, Suite 5A200, Austin, Texas 78746 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

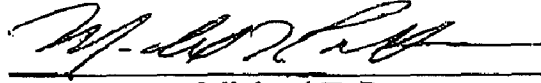
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All practitioners at Customer Number 23932

AND Assignor acknowledges an obligation of assignment of this invention to
Assignee at the time the invention was made.

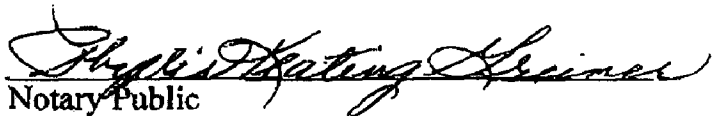
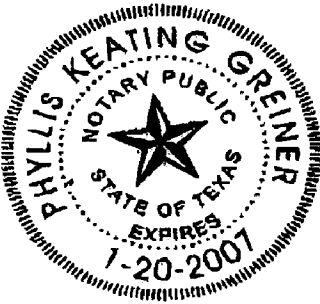


Michael T. Patton

Date: July 13, 2004

United States of America)
State of Texas)
County of Travis)

On this 13th day of July, 2004, before me
personally came Michael T. Patton, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public