

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):
David J. DANITZ (01/13/2005) and Cameron D.
HINMAN (01/13/2005)

Execution Date(s): In parentheses after inventor name

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: NOVARE SURGICAL SYSTEMS, INC.

Internal Address: _____

Street Address: _____

10440A Bubb Road

City: Cupertino

State: California

Country: United States of America Zip: 95014

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/997,245 (filed November 23, 2004)

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

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Name: Cameron A. King
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 506512002800

Street Address: 425 Market Street

City: San Francisco

State: CA Zip: 94105

Phone Number: (415) 268-6524

Fax Number: (415) 268-7522

Email Address: CKing@mofo.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 03-1952
Authorized User Name Cameron A. King

9. Signature:

Cameron A. King

Signature

Cameron A. King - 41,897

Name of Person Signing

January 18, 2005

Date

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

3

CH \$40.00 03-1952 10997246

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by David J. DANITZ and Cameron D. HINMAN (hereinafter referred to as the assignors), residing at 5030 New Trier Avenue, San Jose, California 95136 and 500 Roaring Gap Road, Thurmond, North Carolina 28683, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ARTICULATING SHEATH FOR FLEXIBLE INSTRUMENTS, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, Novarc Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10440A Bubb Road, Cupertino, California 95014 (hereinafter referred to as the 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, bearing Serial No. 10/997,245 and filed on November 23, 2004; and

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

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

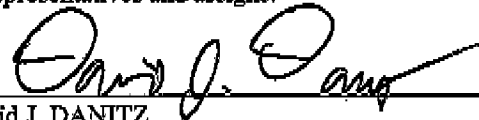
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

1/13/05

David J. DANITZ



Date

1/13/05

Cameron D. HINMAN



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

} ss.

On JANUARY 13, 2005 before me, DONNA GOYETTE

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID J. DANITZ & CAMERON D. HINMAN

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~he~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna Goyette
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Assignment Joint for Articulating Sheet for Flexible InstrumentsDocument Date: January 13, 2005 Number of Pages: 1Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer**

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here