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PATENTS ONLY

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

9-9-04

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

1. Name of conveying party(ies):

Jeffrey L. Telles (09/08/2004), Craig J. Koloske
(09/08/2004), and Chad M. Sindel (09/08/2004)

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

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Top Shelf Manufacturing, LLC

Internal Address: _____

Street Address: _____

1631 Industrial Dr., Suite B

City: Stockton

State: CA

Zip: 95206

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

☐ Yes ☒ 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 new application is: September 8, 2004

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stephen A. Soffen
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: P0960.0003/P003

Street Address:
2101 L Street NW

City:
Washington

State: DC Zip: 20037-1526

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:

04-1073

(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.

Stephen A. Soffen
Gabriela I. Coman

Name of Person Signing

Stephen A. Soffen
Signature

September 8, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 7

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Jeffrey L. Telles; Craig J. Koloske; and Chad M. Sindel (hereinafter referred to as Assignors), residing at 850 Tarrogana Drive, Tracy, California 95376; 30000-186 Kasson Road, Tracy, California 95304; and 2605F Oak Road, Walnut Creek, California 94597, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in ORTHOSIS CLOSURE SYSTEM WITH MECHANICAL ADVANTAGE, set forth in a Patent application for Letters Patent of the United States, executed on even date herewith; and

WHEREAS, Top Shelf Manufacturing, LLC, as organized under and pursuant to the laws of California having a place of business at 1631 Industrial Dr., Suite B, Stockton, California 95206 (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, Assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, 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 Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are 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 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Patent 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 Assignors hereby request the Commissioner of Patents 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 Assignors hereby grant 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:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

All practitioners at Customer Number 24998

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

9/8/04

Jeff Telles
Jeffrey L. Telles

Witness:

9-8-04
Date

Craig Kolashe

9-8-04

Craig Koloske
Craig J. Koloske

Witness:

9-8-04

Date

JH Zell

9/8/04

Chad M. Sindel
Chad M. Sindel

Witness:

9/8/04
Date

Jim Teller