

12-21-04

Docket No.: 15389.75

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03

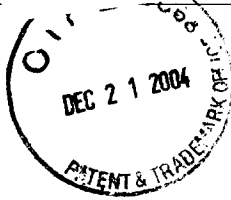
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To the Director of the United States Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steven W. Johnson
Daryl R. Edmiston
Richard J. Linder

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

Name: RUBICON MEDICAL, INC.

Address: 3598 West 1820 South

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: Salt Lake City State/Prov.: UT

Country: USA ZIP: 84104

Execution Date: 10/18/2004; 10/19/2004; 10/20/2004

Additional name(s) & address(es)

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

10/936,886

09/09/2004

12/23/2004 SZEWDIE1 00000060 10936886

05 FC:8021

40.00 OP

Additional numbers

☐ Yes ☒ No

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

Name: FRASER D. ROY

Registration No. 45,666

Address: Customer No. 022913

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

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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.

FRASER D. ROY

Name of Person Signing

Signature

December 2/, 2004

Date

4

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PATENT
REEL: 016099 FRAME: 0578

Workman Nydegger
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

Express Mailing Label No. EV 485 808 953 US

ASSIGNMENT

We,

- (1) Name: Steven W. Johnson
Address: 7684 South 2250 West
West Jordan, UT 84084
Citizenship: United States of America
- (2) Name: Daryl R. Edmiston
Address: 9425 South Riverside Drive #1811
Sandy, UT 84070
Citizenship: United States of America
- (3) Name: Richard J. Linder
Address: 7810 Chatsworth Court
Sandy, UT 84093
Citizenship: United States of America

respectively, have invented a method and apparatus entitled ACTUATING CONSTRAINING MECHANISM, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed heretofore and now identified as File No. 15389.75 of the law firm of Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 10/036,886 on September 9, 2004 using Express Mail Label No. EV 367 550 569 US.

The Assignee, RUBICON MEDICAL, INC., a corporation of the State of Utah, having a principal place of business at 3598 West 1820 South, Salt Lake City, Utah 84104, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, we HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications which may be filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.


We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

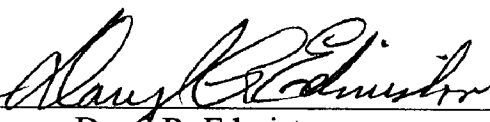
Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

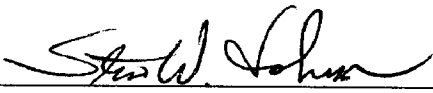
Signed this 18th day of October, 2004.

Inventor: 
Richard J. Linder

Signed this 19th day of October, 2004.

Inventor: 
Daryl R. Edmiston

Signed this 20th day of October, 2004.

Inventor: 
Steven W. Johnson

KC0000003159V001

RECORDED: 12/21/2004

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