

02-09-2005



Attorney Docket No. MMT-021

FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE
1/31/92 Patent and Trademark Office

RECORDATION FORM COVER SHEET
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2-705

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

1. Name of conveying party(ies):
Richard F. Kyle

2. Name and address of receiving party(ies):
Millennium Medical Technologies
460 St. Michaels Drive, Suite 901
Santa Fe, New Mexico 87505

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

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Other: _____

Execution Date(s): January 28, 2005

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

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

A. Patent Application No(s).
10/836,006

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Customer No. 45731
Steven J. Keough
1912 Summit Avenue
St. Paul, MN 55105
Telephone: (612) 940-6915

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

8. Deposit Account Number:
(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.

Steven J. Keough
Name of Person Signing

2 FEB 05
Date

Steven J. Keough
Signature

Total number of pages comprising cover sheet: 1

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OPR/FINANCE

PATENT
REEL: 016228 FRAME: 0961

ASSIGNMENT

WHEREAS, I, Richard F. Kyle, of 1140 Tonkwa Road, Long Lake, Minnesota 55356, has invented certain new and useful improvements in BONE SCREW WITH FLUID DELIVERY STRUCTURE, for which a non-provisional application has been made, said application which may be identified in the United States Patent Office by Application No. 10/836,006, filed April 29, 2004.

WHEREAS, Millennium Medical Technologies ("Assignee"), a corporation organized and existing under the laws of the State of New Mexico, and having its principal offices at 460 St. Michaels Drive, Suite 901, Santa Fe, New Mexico 87505, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefore;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by said Assignee, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, my entire right, title and interest in and to said invention, said provisional/utility application, all applications claiming priority to said provisional/utility application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of my rights under the International Convention, and I do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

I hereby authorize the above-mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the filing date and application number of said application when ascertained.

I further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration I do hereby covenant and agree with the said Assignee, its successors and assigns, that I will not execute in writing or do any act whatsoever conflicting with these presents, and that I or my executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications

or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as dated below.

Date: 1/28/05

Richard F. Kyle
Richard F. Kyle

Subscribed to and sworn to before
me this 28th day of JANUARY, 2005.

Patricia M. Best
Notary Public

Notary Seal

