

03-09-2005

Form PTO-1595 (Rev. 09/04)
OMB No. 0657-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MAR 04 2005

102956079

-ET

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):

Richard V. Mazzolla

Execution Date(s) February 28, 2005Additional 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: Patton Surgical Corporation

Internal Address: _____

Street Address: 1000 Westbank DriveSuite 5A200City: AustinState: TexasCountry: US Zip: 78746Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

10/890078

☐ 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: William D. WieseInternal Address: Jenkins & Gilchrist, P.C.Street Address: 1445 Ross Avenue, Suite 3200City: DallasState: Texas Zip: 75202Phone Number: 512.499.3843Fax Number: 512.499.3810Email Address: bwiese@jenkens.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 Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 10-0447Authorized User Name Jenkins & Gilchrist, P.C.**9. Signature:**March 1, 2005

Date

Annie Zohlen

Name of Person Signing

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

4Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

03/08/2005 6TON11 00000110 100447 10890078

01 FC:0021

40.00 DA

PATENT
REEL: 016331 FRAME: 0203

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 28TH day of February, 2005, by Richard V. Mazzolla (hereinafter referred to as Assignors), residing at 43 Spring Valley Road, Hardwick, New Jersey 07825;

WHEREAS, Assignor has invented certain new and useful improvements in SURGICAL OBTURATOR, set forth in a Patent application for Letters Patent of the United States, already filed on July 13, 2004 as U.S. application No. 10/890078; 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 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 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 owner 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 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 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.

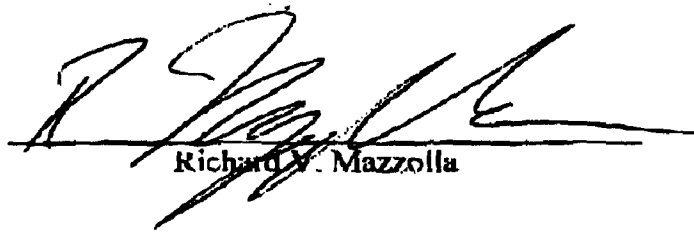
AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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.


Richard V. Mazzolla

Date: 2/28/05

United States of America)
State of Alabama) ss.:
County of Marshall)

On this 28th day of February, 2005, before me
personally came Richard V. Mazzolla, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

My Commission Expires 08-01-2007