

3/14/05

03-28-2005

Form PTO-1595
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas J. Fogarty
Michael J. Drews
Neil Holmgren
Bruce ModesittAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Arbor Surgical Technologies, Inc.

Internal Address: _____

Street Address: 22 Morgan

City: Irvine State: CA Zip: 92618

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 2/20-24/03

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

If this document is being filed together with a new application, the execution date of the application is: 03/14/05

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: Cohen Sakaguchi & English LLP

Internal Address: (Customer No. 23410)

Street Address: 2040 Main Street, 9th Floor

City: Irvine State: CA Zip: 92614

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:

50-1105

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9. Signature.

William A. English

Name of Person Signing

Signature

03/14/2005

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

03/25/2005 6TON11 00000153 501105 11080009

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PATENT
REEL: 016390 FRAME: 0933

ASSIGNMENT

THIS ASSIGNMENT, by Thomas J. Fogarty, Michael J. Drews, Neil Holmgren and D. Bruce Modesitt (hereinafter referred to as the assignors), residing at 3270 Alpine Road, Portola Valley, CA 94028, 4524 U Street, Sacramento, CA 95817, 1201 Union Street, Apartment C, Alameda, CA 94501 and 120 Wingate Avenue, San Carlos, CA 94070 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in a United States of America non-provisional patent application entitled BIOLOGICALLY IMPLANTABLE PROSTHESIS AND METHODS OF USING THE SAME (hereinafter referred to as the application) and filed 20 December 2002 and assigned a U.S. Patent Application Number 10/327,821; and

WHEREAS, Arbor Surgical Technologies, Inc. (hereinafter referred to as the assignee), a corporation duly organized under and pursuant to the laws of Delaware and having its principle place of business at 13844 Alton Parkway, Suite 140 Irvine, CA 92618 is desirous of acquiring the entire right, title and interest in and to said inventions and the application and in and to any patents, letters patent or patent applications, United States of America or foreign, to be obtained therefore or thereon;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, the assignee's successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, the application and any and all patent applications, letters patent or patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of the application or of the letters patent or patents, or reissues or extensions of the 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 the assignee, for the assignee's own use and the use of the assignee's 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 assignment not been made.

AND for the above consideration, the assignors hereby covenant and agree to and with assignee, assignee's successors, legal representatives and assigns, that the assignors are the sole and lawful owners of the entire right, title and interest in and to the inventions and the application, and that the same are unencumbered and that the assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

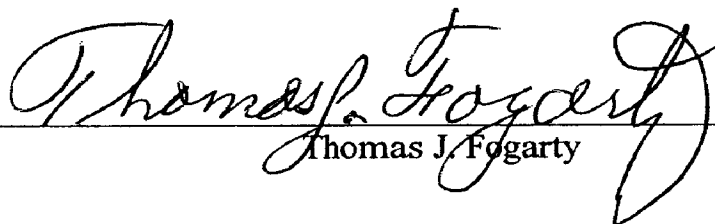
AND for the above consideration, the assignors hereby covenant and agree to and with the assignee, the assignee's successors, legal representatives and assigns, that the assignors will, whenever counsel of the assignee, or the counsel of the assignee's

successors, legal representatives and assigns, shall advise that any proceeding is lawful and desirable in connection with the inventions, or the application, or any proceeding in connection with the letters patent or patents for the 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 patents 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 the applications, patents or letters patent for said inventions, without charge to the assignee, the assignee's successors, legal representatives and assigns, but at the cost and expense of the assignee, the assignee's successors, legal representatives and assigns.

AND the assignor hereby requests the Commissioner of Patents to issue the United States of America patents to the assignee as the assignee of the inventions and the patents to be issued thereon for the sole use of the assignee, the assignee's successors, legal representatives and assigns.

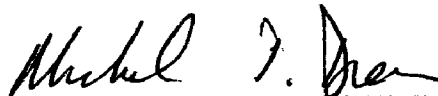
2/20/03

Date


Thomas J. Fogarty

2/24/03

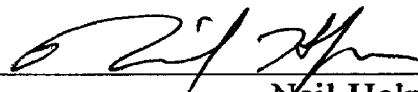
Date



Michael J. Drews

2/21/03

Date



Neil Holmgren

2/21/03

Date



D. Bruce Modesitt