

**ASSIGNMENT
SOLE**

THIS ASSIGNMENT, by David J. DANITZ (hereinafter referred to as the assignor), residing at 5030 New Trier Avenue, San Jose, California 95136, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in ARTICULATING MECHANISM COMPONENTS AND SYSTEM FOR EASY ASSEMBLY AND DISASSEMBLY, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 11/121,668 and filed on May 3, 2005; and

WHEREAS, Novare Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10440A Bubb Road, Cupertino, California 95014 (hereinafter referred to as the 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 or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said 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 said assignee, for its own use and the use of its 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 assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said 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, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said 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 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 Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

7/27/05

David J. DANITZ



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

} ss.

On JULY 27, 2005 before me, DONNA GOYETTE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared DAVID J. DANITZ
Name(s) of Signer(s)☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna Goyette
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Assignment SaleDocument Date: 7/27/05 Number of Pages: 1Signer(s) Other Than Named Above: NONE**Capacity(ies) Claimed by Signer**Signer's Name: David J. Danitz

- ☒
- Individual
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- ☐
- Corporate Officer — Title(s): _____
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- ☐
- Partner —
- ☐
- Limited
- ☐
- General
-
- ☐
- Attorney-in-Fact
-
- ☐
- Trustee
-
- ☐
- Guardian or Conservator
-
- ☐
- Other: _____

Signer Is Representing: Himself