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Attorney Docket No. 122968113268 U.S. PTO
11/353031

Please record the attached original document or copy thereof.

1. A. Name of conveying party:

Phillip RYAN

B. Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. A. Name and address of receiving party:

GYRUS ENT, L.L.C.
2925 APPLING ROAD
BARTLETT, TENNESSEE 38133
USA

3. A. Nature of conveyance:

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

B. Additional name(s) & address(es) attached?

☐ Yes ☒ NoB. Execution Date: March 16, 20054. ☒ This document is being filed together with a new application.

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ NoC. Title of Application: SURGICAL INSTRUMENT AND METHOD

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

Name: Thomas J. Pardini

Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 19928
Alexandria, VA 22320

6. Total number of applications and patents involved: 17. A. Total fee (37 CFR 3.41).....\$ 40.00B. Enclosed (Check No. 176406)

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

02/21/2006 LMUELLER 00000079 11353031

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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.

Thomas J. Pardini
Thomas J. Pardini Registration No. 30,411

Date: February 14, 2006Total number of pages including cover sheet, attachments, and document: 2

PATENT
REEL: 017587 FRAME: 0233

ASSIGNMENT

(1-8) **Insert Name(s) of Inventor(s)**

(1) Phillip Andrew RYAN (5) _____

(2) _____ (6) _____

(3) _____ (7) _____

(4) _____ (8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) **Insert Name of Assignee** (9) GYRUS ENT, L.L.C.

(10) **Insert Address of Assignee** (10) 2925 Appling Road, Bartlett, Tennessee 38133 USA

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) **Insert Identification such as Title, Case Number, or Foreign Application Number** (11) SURGICAL INSTRUMENT AND METHOD

(Attorney Docket No. 122968)

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) **Insert Date of Signing of Application** (12) on March 16, 2005

(13) **Alternative Identification for filed applications** (13) U.S. application Serial Number 60/658,147

filed March 4, 2005

- 1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.
- 5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
- 6) Each undersigned hereby grants the firm of **OLIFF & BERRIDGE, PLC** the power to insert on this assignment any further identification that 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.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>3/16/05</u>	Inventor Signature <u>Phillip Andrew RYAN</u> (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date _____	Witness _____
Date _____	Witness _____

ASSIGNMENT

(1-3) Insert Name(s) of Inventor(s)	(1) <u>Phillip Andrew RYAN</u>	(5) _____
	(2) _____	(6) _____
	(3) _____	(7) _____
	(4) _____	(8) _____

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(10) Insert Address of Assignee	(10) <u>2925 Appling Road, Bartlett, Tennessee 38133 USA</u>

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>3/16/05</u>	Inventor Signature <u>Phillip Andrew Ryan</u>	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)
Date _____	Inventor Signature _____	(SEAL)

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