U.S. PTO 11/700915 02/01/2007

Form PTO-1595 (Rev. 08/05) U.S. DEPARTMENT OF COMMERCE 02-27-2007 OMB No. 0651-0027 (exp. 6/30/2008) United States Patent and Trademark Office 103375755 To the Director of the U.S. Patent as documents or the new address(es) below. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Robert M. Weber (1/31/2007) and Philip S. Arthrex, Inc. O'Quinn (1/29/2007) Internal Address: Additional name(s) of conveying party(ies) attached? Street Address: 3. Nature of conveyance/Execution Date(s): 1370 Creekside Boulevard Execution Date(s): in parentheses after inventor name x Assignment Merger Change of Name Joint Research Agreement Security Agreement City: Government Interest Assignment State: Executive Order 9424, Confirmatory License Country: United States of America Zip: 34108-1945 Additional name(s) & address(es) Yes x No Other attached? X This document is being filed together with a new application. 4. Application or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 11/7009/5 Additional numbers attached? Total number of applications and 5. Name and address to whom correspondence 1 patents involved: concerning document should be mailed: Stephen A. Soffen Name: DICKSTEIN SHAPIRO LLP 40.00 7. Total fee (37 CFR 1.21(h) & 3.41) \$\_ Internal Address: Atty. Dkt.: A8130.0491/P491 Authorized to be charged by credit card Street Address: 1825 Eye Street, NW Authorized to be charged to deposit account None required (government interest not affecting title) Washington 8. Payment information City: zip: <u>2</u>0006-5403 1002 DC a. Credit Card Last 4 Numbers State: 01/11 **Expiration Date** (202) 420-4879 Phone Number: (202) 420-2201 b. Deposit Account Number Fax Number: Authorized User Name SoffenS@dicksteinshapiro.com Email Address: 9. Signature: February 1, 2007 Stephen A. Soffen -- Reg. No.: 31,063 Total number of pages including cover 6 Gabriela I. Coman -- Reg. No.: 50,515 sheet, attachments, and documents:

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Name of Person Signing

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## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Robert M. Weber and Philip S. O'Quinn (hereinafter referred to as Assignors), residing at; 1557 Rancho Hills Drive, Chino Hills, California 91709 and 3701 Muir Woods Way, Naples, Florida 34116, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in HANDLE FOR SURGICAL INSTRUMENTS, set forth in a Patent application for Letters Patent of the United States, executed on even date herewith; and

WHEREAS, Arthrex, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1370 Creekside Boulevard, Naples, Florida 34108-1945 (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, Assignors have 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 including all rights of priority, the same to be held and enjoyed by Assignee, for its

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A8130.0491/P491 DSMDB-2206417v01 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 Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent abovementioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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.

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AND Assignors hereby request 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 Assignors hereby grant 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:

DICKSTEIN SHAPIRO LLP

All practitioners at Customer Number 24998

AND Assignors acknowledge an obligation of assignment of this invention

to Assignee at the time the invention was made.

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**PATENT** 

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Robert M. Weber 1-31-0;

Date: 1~31-	-01		
United States of A State of		65.:	
County of	Los Angeles	<b>&gt;&gt;</b>	
On this 3 51	day of Thouary	2007	before me
personally came described in and voor the same.	Robert M. Weber who executed the foregoin		
		Madorna	Chadha
	HADONNA CHAOHA L.	Notary Public	

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**PATENT** 

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Elite S. 03	
Philip S. O'Quinn	

1/29/07

**United States of America** 

State of

County of

day of

Philip 8. O'Ouinn \_\_ to me known to be the personally came described in and who executed the foregoing instrument, and acknowledged

of the same.



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**PATENT** REEL: 018953 FRAME: 0252

**RECORDED: 02/01/2007**