## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Kenneth R Konya	07/02/2007
Willie A Janecka Jr	07/02/2007

## **RECEIVING PARTY DATA**

Name:	Bargas Medical Mrf., Inc.	
Street Address:	126 W North Main Street	
City:	Flatonia	
State/Country:	TEXAS	
Postal Code:	78941	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11825467

# CORRESPONDENCE DATA

Fax Number: (928)266-0474

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: John J Bruckner
Address Line 1: PO Box 490

Address Line 4: Flagstaff, ARIZONA 86002-0490

ATTORNEY DOCKET NUMBER:	BARGAS1100
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NAME OF SUBMITTER: John J Bruckner

**Total Attachments: 3** 

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## **ASSIGNMENT**

This Assignment is made by **Kenneth R. Konya** of Lexington, Texas and **Willie A. Janecka, Jr.** of Georgetown, Texas (hereinafter referred to as "Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled **ANTERIOR SPINAL INTERBODY FUSION DELIVERY SYSTEM** ("INVENTION"), for which an application for United States Patent is(was) filed on \_\_\_\_\_July 6, 2007\_, bearing an application number of \_\_\_\_11/825,467\_; and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application and any related conversion, divisional, continuation, continuation-in-part, re-examination, reissue or other application(s) that may be filed for said Invention ("Applications"), and any patent(s), invention registration(s) or other form(s) of protection ("Patents") that may be granted on said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with obligation(s) to assign the Invention and/or for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **Bargas Medical Mfg.**, **Inc.** having a principal place of business at 126 W. North Main St., Flatonia, Texas 78941 (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, any Applications that may be filed for said Invention and any Patents that may be granted on said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they will do all lawful acts, including providing information, executing papers and giving testimony, that may be necessary or desirable for protecting said Invention, for filing and prosecuting any Applications for said Invention and for obtaining, issuing, maintaining, sustaining, reissuing and/or or enforcing any Patents on said Invention in the United States and throughout the world, and for perfecting, recording and maintaining the title of Assignee to said Invention, any Applications for said Invention and any Patents on said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted to others and will not grant to others any assignment, grant, mortgage, license or rights that affect, are inconsistent with, or

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are in conflict with the rights granted herein, and that the full right to convey the rights granted herein is possessed by the Assignors.

Assignors authorize and request the issuing official(s) of the United States Patent and Trademark Office and the corresponding official(s) of all foreign domains to issue any Patents on said Invention, whether on said application or on any related divisional, continuation, continuation-in-part, re-examination, reissue or other application(s), to the Assignee. (Assignee's agents are authorized to fill-in blanks and/or make corrections to this Assignment.)

TO BE BINDING on the heirs, assigns, representatives and successors of the Assignors and to inure to the benefit of the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of First Inventor:	Kenneth R. Konya		
Signature:	Kennth R Tronge		
Date:	July 2, 2007		
STATE OF <u>TEXAS</u>	0		
COUNTY OF FAYETTE	ss.		

BEFORE ME, the undersigned authority, on this 2nd day of \_ 2007 personally appeared Kenneth R. Konva, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing 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 same of his/her/their own free will for the purposes and consideration therein expressed

WITNESS my hand and official seal.

**NOTARY PUBLIC** STATE OF TEXAS My Commission Expires 4-6-2008 Mary Alice Notary or Consular Officer

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Name of Second Inventor:	Willie A. Jaņecka, Jr.
Signature:	Willie A Jamesly
Date:	July 2, 2007
STATE OF TEXAS	
COUNTY OF <u>FAYETTE</u> ) ss	
Willie A. Janecka, Jrknown to me (or proved to m is/are subscribed to the foregoing instrument and acknown authorized capacity(ies), and that by his/her/their signal	this $\underline{2nd}$ day of $\underline{July}$ , $\underline{2007}$ personally appeared le on the basis of satisfactory evidence) to be the person(s) whose name(s) owledged to me that he/she/they executed the same in his/her/their ture(s) on the instrument the person(s), or the entity upon behalf of which the name of the purposes and consideration therein expressed.
WITNESS my hand and official seal.	Mary Alice Lewkoski
PALSEAL MARY ALICE LEARNOON	Notary or Consular Officer

accepted by

ASSIGNEE,

Signature Name: FELIX B

Title: PIZESIDENT

Date: 7-2-C

**RECORDED: 07/23/2007** 

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