

09-06-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



ET

103442280

To the Director of the U.S. Patent and Trademark Office

Send documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Advanced Total Ankles, Inc.

Execution Date(s) 11 July 2007

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: INBONE Technologies, Inc.

Internal Address: _____

Street Address: 4820N 63rd Street No. 104

City: Boulder

State: CO

Country: US Zip: 80301

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/038,803
11/648,042
11/037,916

B. Patent No.(s)

6,663,669
6,673,116
6,875,236
6,860,902

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel D. Ryan

Internal Address: Ryan Kromholz & Manion, S.C.

Street Address: P.O. Box 26618

City: Milwaukee

State: WI Zip: 53226-0618

Phone Number: 262 783 1300

Fax Number: 262 783 1211

Email Address: _____

6. Total number of applications and patents involved:

7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 00000003
Expiration Date 11/03/03

b. Deposit Account Number 06-2360

Authorized User Name Daniel D. Ryan

9. Signature:

Signature

27 August 2007

Date

Daniel D. Ryan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 019781 FRAME: 0937

ASSIGNMENT

WHEREAS, Advanced Total Ankles, Inc., a Colorado corporation, having offices located at 4701 Quail Creek Lane, Boulder, Colorado ("ASSIGNOR"), owns the entire right, title and interest in and to the patent applications and issued patents listed on Schedule A attached hereto and made a part hereof and to the inventions described and claimed in the aforesaid patent applications and issued patents; and

WHEREAS, INBONE Technologies, Inc. a Colorado Company, having offices located at 4820N 63rd Street #104, Boulder, Colorado ("ASSIGNEE"). desires to acquire all of ASSIGNOR's right, title and interest to the patent applications and issued patents listed on Schedule A and to the inventions described and claimed in the aforesaid patent application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said patent applications and issued patents listed on Schedule A attached hereto, including without limitation, all patents which may be granted on the aforesaid patent applications, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the patent applications and issued patents set forth on attached Schedule A, including the worldwide rights to the inventions described and claimed therein, and any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor, as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the aforesaid patent application, including the worldwide rights to the inventions described and claimed therein, or any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the aforesaid patent application, including the worldwide rights to the inventions described and claimed therein, and any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor. These obligations of

assistance by Assignor shall survive closing related to the parties' Asset Purchase Agreement and shall continue for so long as Assignee may require such assistance from Assignor.

This Assignment includes the right, where such right can be legally exercised by ASSIGNEE, in its own name, to apply for and obtain patents in countries foreign to the United States of America, including the full right to claim for any such applications the benefits of the International Convention for Protection of Industrial Property or similar agreements, as fully and entirely as ASSIGNOR could have done if the applications had been filed in its name, and the entire interest in any patents which may be granted on any such applications in such foreign countries.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patents or any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor covered by this Assignment to ASSIGNEE, its successors and assigns.


ASSIGNOR hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

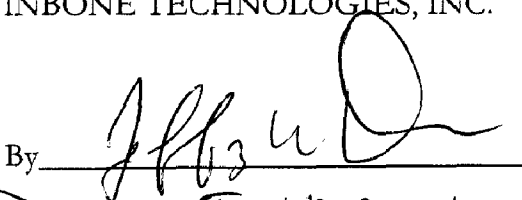
ASSIGNOR hereby grants to the law firm of RYAN KROMHOLZ & MANION, S.C. of Milwaukee, Wisconsin, authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patents listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or a Patent Office of any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of 11 July 2007.

ASSIGNOR:
ADVANCED TOTAL ANKLES, INC.

ASSIGNEE:
INBONE TECHNOLOGIES, INC.

By 
MARK REILEY
(Typed/Printed Name)

By 
JEFFREY W. DUNN
(Typed/Printed Name)

Title: Chairman / Founder

Title: CEO

ATTACHMENT A

ADVANCED TOTAL ANKLES INC.

Docket No.	Cty	Serial No.	Filing Date	Title	Patent No.	Issue Date
9414.17206-CIP	US	09/694,100	10/20/2000	Ankle Replacement Systems	6,663,669	12/16/2003
9414.17206-CIP 2	US	09/935,479	8/23/2001	Inframedullary Guidance Systems and Methods for Installing Ankle Replacement Prostheses	6,673,116	1/06/2004
9414.17206-CIP 2 DIV	US	10/699,999	11/03/2003	Inframedullary Guidance Systems and Methods for Installing Ankle Replacement Prostheses	6,875,236	4/05/2005
9414.17206-CIP 2 DIV DIV	US	11/038,803	1/19/2005	Inframedullary Guidance Systems and Methods for Installing Ankle Replacement Prostheses		
9414.17206-CIP 2 DIV DIV	US	11/648,042	12/29/2006	Systems and Methods for Installing Ankle Replacement Prosthesis		
9414.17206-CIP 2 PCT AU	AU	2002331634	8/20/2002	Inframedullary Guidance Systems for Ankle Replacements		
9414.17206-CIP 2 PCT EP	EP	02768612.0	8/20/2002	Inframedullary Guidance Systems for Ankle Replacements		
9414.17206-CIP 2 PCT JP	JP	2003-522353	8/20/2002	Inframedullary Guidance Systems for Ankle Replacements		
9414.17206-CIP DIV	US	10/700,283	11/03/2003	Ankle Replacement Systems	6,860,902	3/01/2005
9414.17206-CIP DIV DIV	US	11/037,916	1/18/2005	Ankle Replacement Systems		
9414.17206-CIP PCT	PCT	PCT/US00/41369	10/20/2000	Ankle Replacement Systems		
9414.17206-CIP PCT EP	EP	00984587.6	10/20/2000	Ankle Replacement System	1223896	1/11/2006
9414.17206-CIP PCT EP DE	DE	00984587.6	10/20/2000	Ankle Replacement System	600 25 532 8-08	1/11/2006
9414.17206-CIP PCT EP GB	GB	00984587.6	10/20/2000	Ankle Replacement System	1223896	1/11/2006