

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eugene T. King	02/07/2008
M. Ather Mirza	10/03/2007
Theodor Esser	02/05/2008
RECEIVING PARTY DATA	
Name:	A. M. Surgical, Inc.
Street Address:	290 East Main Street, Suite 200
City:	Smithtown
State/Country:	NEW YORK
Postal Code:	11787
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5578051
CORRESPONDENCE DATA	
Fax Number:	(303)572-6540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-572-6500
Email:	morrism@gtlaw.com
Correspondent Name:	William Alexander Furman
Address Line 1:	1200 17th Street, Suite 2400
Address Line 2:	The Tabor Center
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	077155.010300
NAME OF SUBMITTER:	Marilyn Morris
<p>Total Attachments: 6</p> <p>source=US5578051-Assignment#page1.tif</p>	

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**PATENT**  
**REEL: 020609 FRAME: 0556**

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### ASSIGNMENT OF PATENT(S) BY OWNER

Whereas I, the undersigned owner of certain rights (hereinafter "OWNER") in U.S. Patent Number 5,578,051 (hereinafter "PATENT") entitled ENDOSCOPIC SURGICAL PROCEDURE AND INSTRUMENT FOR IMPLEMENTATION THEREOF, as such rights are set forth in an assignment executed September 23, 1994 and recorded with the United States Patent and Trademark Office at Reel 007178, Frame 0488 (hereinafter "PREVIOUS ASSIGNMENT");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Owner, hereby:

(a) Sell, assign and transfer to A.M. Surgical, Inc., a New York corporation having a place of business at 290 East Main Street, Suite 200, Smithtown, NY 11787 (hereinafter "ASSIGNEE"), (1) such right, title and interest which I hold, and any and all revenues and rights to revenue, for any purpose, associated with commercialization, everywhere in the world to which I am entitled, to (A) said Patent, (B) any and all inventions described in said Patent, (C) any patent applications or patents which may claim priority of (or serve as the basis for a priority claim by) said Patent (including but not limited to substitutes, reissues, reexaminations or extensions thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties), and (D) any other U.S. or foreign patent or patent application that contains the same disclosure as or relies for priority on the Patent (collectively "RELATED PATENTS").

(b) Sell, assign and transfer any and all causes of action, rights, and remedies which has accrued to me as an Owner arising under the Patent or under any part of the Related Patents. These causes of action, rights, and remedies include accruing based on activities occurring prior to, on, or after the effective date of this Assignment. These causes of action, rights, and remedies include but are not limited to rights to sue for patent infringement (including but not limited to damages).

(c) Warrant and covenant that no other assignment, license, contract, understanding, interest or other grant to any party with respect to Owner's interests in the Patent or any of the Related Patents has been made other than as described in the Previous Assignment, or shall in the future be made, by or on behalf of Owner.

(d) Covenant not to challenge the validity or enforceability of the Patent or any of the Related Patents assigned to Assignee hereunder.

(e) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Owner, as well as the Owner's heirs, legal representatives and assigns.

(f) Authorize and request an attorney/agent for Assignee to insert above identifying information in order to assist with recording of this assignment and/or insert any other information necessary to perfect this Assignment.

IN TESTIMONY WHEREOF, I, Eugene T. King have executed this document on the date indicated below.

E. T. King  
Signature of Owner

2/7/08  
Date

Albany New York  
Owner's City, State of residence

Witnessed by:

(1) Greg Hays  
Signature of Witness

2/7/08  
Date

Greg Hays  
Print Witness Name

Commack NY  
Witness' City, State of residence

(2) Carol Mariacci  
Signature of Witness

2/7/08  
Date

Carol Mariacci  
Print Witness Name

RonKenKen NY  
Witness' City, State of residence/

### ASSIGNMENT OF PATENT(S) BY OWNER

Whereas I, the undersigned owner of certain rights (hereinafter "OWNER") in U.S. Patent Number 5,578,051 (hereinafter "PATENT") entitled ENDOSCOPIC SURGICAL PROCEDURE AND INSTRUMENT FOR IMPLEMENTATION THEREOF, as such rights are set forth in an assignment executed September 23, 1994 and recorded with the United States Patent and Trademark Office at Reel 007178, Frame 0488 (hereinafter "PREVIOUS ASSIGNMENT");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Owner, hereby:

(a) Sell, assign and transfer to A.M. Surgical, Inc., a New York corporation having a place of business at 290 East Main Street, Suite 200, Smithtown, NY 11787 (hereinafter "ASSIGNEE"), (1) such right, title and interest which I hold, and any and all revenues and rights to revenue, for any purpose, associated with commercialization, everywhere in the world to which I am entitled, to (A) said Patent, (B) any and all inventions described in said Patent, (C) any patent applications or patents which may claim priority of (or serve as the basis for a priority claim by) said Patent (including but not limited to continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations or extensions thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties), and (D) any other U.S. or foreign patent or patent application that contains the same disclosure as or relies for priority on the Patent (collectively "RELATED PATENTS").

(b) Sell, assign and transfer any and all causes of action, rights, and remedies which has accrued to me as an Owner arising under the Patent or under any part of the Related Patents. These causes of action, rights, and remedies include accruing based on activities occurring prior to, on, or after the effective date of this Assignment. These causes of action, rights, and remedies include but are not limited to rights to sue for patent infringement (including but not limited to damages).

(c) Warrant and covenant that no other assignment, license, contract, understanding, interest or other grant to any party with respect to Owner's interests in the Patent or any of the Related Patents has been made other than as described in the Previous Assignment, or shall in the future be made, by or on behalf of Owner.

(d) Covenant not to challenge the validity or enforceability of the Patent or any of the Related Patents assigned to Assignee hereunder.

(e) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Owner, as well as the Owner's heirs, legal representatives and assigns.

(f) Authorize and request an attorney/agent for Assignee to insert above identifying information in order to assist with recording of this assignment and/or insert any other information necessary to perfect this Assignment.

IN TESTIMONY WHEREOF, I, M. Ather Mirza have executed this document on the date indicated below.

M. Ather Mirza  
Signature of Owner

10/3/07  
Date

St. James, New York  
Owner's City, State of residence

Witnessed by:

(1) Suzanne McCarthy  
Signature of Witness

10/3/07  
Date

Suzanne McCarthy  
Print Witness Name

E. Northport, NY  
Witness' City, State of residence

(2) Michael A. Guarino  
Signature of Witness

10/3/07  
Date

MICHAEL A. GUARINO  
Print Witness Name

Weeki Wachee, FL 34607  
Witness' City, State of residence

### ASSIGNMENT OF PATENT(S) BY OWNER

Whereas I, the undersigned owner of certain rights (hereinafter "OWNER") in:  
U.S. Patent Number 5,968,061 entitled ENDOSCOPIC SURGICAL INSTRUMENT  
FOR THE IMPLEMENTATION OF ENDOSCOPIC SURGICAL PROCEDURES;  
U.S. Patent Number 5,366,465 entitled ENDOSCOPIC SURGICAL PROCEDURE AND  
INSTRUMENT FOR IMPLEMENTATION THEREOF; and  
U.S. Patent Number 5,578,051 entitled ENDOSCOPIC SURGICAL PROCEDURE AND  
INSTRUMENT FOR IMPLEMENTATION THEREOF;  
U.S. Patent Number 5,730,152 entitled SURGICAL LIMB SUPPORT AND  
POSITIONING STRUCTURE;  
(hereinafter "PATENTS");

As such rights are set forth in assignments executed and recorded for the Patents respectively at:  
Assignment of U.S. Patent Number 5,968,061 executed November 4, 1998 and recorded  
with the United States Patent and Trademark Office at Reel 009667, Frame 0852;  
Assignment of U.S. Patent Number 5,366,465 executed February 9, 1993 and recorded  
with the United States Patent and Trademark Office at Reel 006436, Frame 0912;  
Assignment of U.S. Patent Number 5,578,051 executed September 23, 1994 and recorded  
with the United States Patent and Trademark Office at Reel 007178, Frame 0488;  
Assignment of U.S. Patent Number 5,730,152 executed November 4, 1998 and recorded  
with the United States Patent and Trademark Office at Reel 009597, Frame 0465;  
(hereinafter "PREVIOUS ASSIGNMENTS");

For good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, I, the Owner, hereby:

(a) Sell, assign and transfer to A.M. Surgical, Inc., a New York corporation having a place of  
business at 290 East Main Street, Suite 200, Smithtown, NY 11787 (hereinafter "ASSIGNEE"),  
(1) such right, title and interest which I hold, and any and all revenues and rights to revenue, for  
any purpose, associated with commercialization, everywhere in the world to which I am entitled,  
to (A) said Patents, (B) any and all inventions described in said Patents, (C) any patent applica-  
tions or patents which may claim priority of (or serve as the basis for a priority claim by) said  
Patents (including but not limited to continuations, divisions, continuations-in-part, substitutes,  
reissues, reexaminations or extensions thereof, together with all priority rights and counterpart  
applications under any existing or future international patent conventions, agreements or  
treaties), and (D) any other U.S. or foreign patent or patent application that contains the same  
disclosure as or relies for priority on the Patents (collectively "RELATED PATENTS").

(b) Sell, assign and transfer any and all causes of action, rights, and remedies which has  
accrued to me as an Owner arising under the Patents or under any part of the Related Patents.  
These causes of action, rights, and remedies include accruing based on activities occurring prior  
to, on, or after the effective date of this Assignment. These causes of action, rights, and remedies  
include but are not limited to rights to sue for patent infringement (including but not limited to  
damages).

(c) Warrant and covenant that no other assignment, license, contract, understanding, interest or other grant to any party with respect to Owner's interests in the Patents or any of the Related Patents has been made other than as described in the Previous Assignment, or shall in the future be made, by or on behalf of Owner, it being understood that Owner is not the sole owner of the Patents.

(d) Covenant not to challenge the validity or enforceability of the Patents or any of the Related Patents assigned to Assignee hereunder, it being understood that Owner is not the sole owner of the Patents.

(e) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Owner, as well as the Owner's heirs, legal representatives and assigns.

(f) Authorize and request an attorney/agent for Assignee to insert above identifying information in order to assist with recording of this assignment and/or insert any other information necessary to perfect this Assignment.

IN TESTIMONY WHEREOF, I, Theodor Esser have executed this document on the date indicated below.

Signature of Owner

Date

Owner's City, State of residence

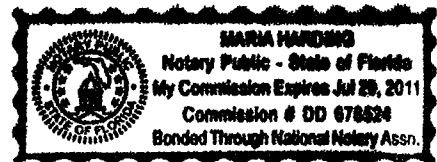
Witnessed by:

(1) Signature of Witness

Print Witness Name

(2) Signature of Witness

Print Witness Name



Date

Witness' City, State of residence

Date

Witness' City, State of residence