

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael H Heggeness	10/18/2001
RECEIVING PARTY DATA	
Name:	Baylor College of Medicine
Street Address:	Texas Medical Center, One Baylor Plaza
City:	Houston
State/Country:	TEXAS
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PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11428693
Patent Number:	7115129
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Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT
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ASSIGNMENT

WHEREAS, I, Michael H. Heggeness, a citizen of the United States of America, residing in Houston, Texas, (herein called "Assignor") is the sole inventor of a certain new and useful invention entitled Bone Compression Devices and Systems and Methods of Contouring Bone Compression Devices (herein called the "Invention"); and

WHEREAS, Assignor is an employee (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignor represents that he is the sole and only inventor of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignor was serving in his position as College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignor acknowledges that he is assigning his right as part of his obligations as College Personnel, their use of the facilities of Assignee to make the Invention and his desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by Assignor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignor's rights throughout the world in and to:

1. Said Invention;
2. United States of America provisional patent application on said Invention filed concurrently;
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;

4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignor or his legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

5. All substitutions for and non-provisionals, divisions, continuations, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right to Assignee to file, in Assignor's name, applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

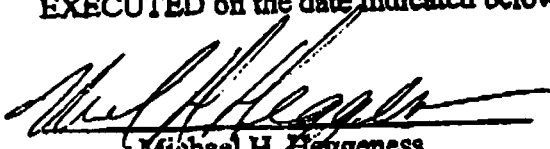
Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignor from any corporation or other entity commercializing the Invention shall be in exchange for Assignor's assignment of the Invention hereunder and pursuant to Assignor's rights under the Baylor Patent Policy.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite my signature.


Michael H. Heggeness
Inventor

DATE: 10/18/01

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 18 day of October, 2001, personally appeared Michael H. Heggeness, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

