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U.S. PTO

12/215733

06/30/2008

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

07-14-2008



To the Director of the U.S. Patent and

ments or the new address(es) below.

1. Name of conveying party(ies)

103513558

is of receiving party(ies)

William W. DeToro
Brian S. Peralá
William A. DeToro
Jack N. Huey

Name: Anatomical Concepts, Inc.

Internal Address: _____

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

Street Address: 1399 E. Western Reserve Road

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 9, 2008

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

City: Poland

State: Ohio

Country: USA Zip: 44514-3250

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)

B. Patent No.(s)

17/02/2008 HDESTA1 00000019 12215733

5 FC:802

40.00 OP

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert J. Herberger
Roth, Blair, Roberts, Strasfeld & Lodge
Internal Address: _____
Street Address: 100 Federal Plaza E., Ste. 600
City: Youngstown
State: OH Zip: 44503-1893
Phone Number: (330) 744-4481
Fax Number: (330) 744-0444
Email Address: rih@mm-lawyers.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 _____
Expiration Date _____

b. Deposit Account Number 50-4504

Authorized User Name Robert J. Herberger

9. Signature: [Signature]
Signature

June 30, 2008

Date

Robert J. Herberger

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22312-4450

PATENT

REEL: 021247 FRAME: 0223

ASSIGNMENT

WHEREAS, WILLIAM W. DETORO, BRIAN S. PERALA, WILLIAM A. DETORO, and JACK N. HUEY are the inventors of a certain new and useful invention disclosed in an application for United States Letters Patent titled **“ORTHOTIC DEVICE FOR A PIVOTING JOINT OF THE HUMAN BODY”** and having Attorney Docket No. 1071.35 (hereinafter called **“Patent Application”**), which is being filed in the U.S. Patent and Trademark Office on or about June ~~30~~³⁰, 2008 (the parties agree that this date may be filled in after execution); and

WHEREAS, ANATOMICAL CONCEPTS, INC., a corporation organized, existing and in good standing under the laws of the State of Ohio, having its current business address at 1399 E. Western Reserve Road, Poland, Ohio 44514-3250, is to acquire the entire and undivided right, title and interest in and to said Patent Application (hereinafter with any successors, legal representatives and assigns thereof, called **“Assignee”**); and

WHEREAS, WILLIAM W. DETORO is President of Anatomical Concepts, Inc., and an individual residing at 3805 Tuscany Creek, Poland, Ohio 44514; **BRIAN S. PERALA** is an employee of **ANATOMICAL CONCEPTS, INC.**, and an individual residing at 4387 Sunnybrook Drive, Warren, Ohio 44484; **WILLIAM A. DETORO** is Vice President of **ANATOMICAL CONCEPTS, INC.**, and an individual residing at 1749 Island Drive, Poland, Ohio 44514; and **JACK N. HUEY** is an employee of **ANATOMICAL CONCEPTS, INC.**, and an individual residing at 7624 Lee Run Road, Poland, Ohio 44514;

WHEREAS, WILLIAM W. DETORO, BRIAN S. PERALA, WILLIAM A. DETORO and JACK N. HUEY (hereinafter with any successors, legal representations and assigns thereof, called **“Assignors”**) are to assign all rights, title and interest in and to said Patent Application to

Assignee, and each Assignor, therefore, warrants and represents herein that their joint interest merge and Assignee shall have the entire and full unencumbered right, title and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned Assignors, have sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, free and clear of all liens and encumbrances, the entire right, title and interest in said Patent Application and all applications, substitutions, divisionals, continuations and continuations-in-part thereof, and all subsequent United States Letters Patents which may be granted thereon and all reissues, reexams, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all other patents and applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore or hereafter filed in any foreign country to said invention, and all patents (including all extensions, renewals and reissues thereof) granted in any foreign countries to said invention; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to transfer, maintain and issue patents on applications as aforesaid, to transfer, maintain and issue all patents for said invention, including the said Patent Application, to Assignee in accordance with the terms of this Assignment;

AND WE HEREBY covenant that we, the undersigned Assignors, have full authority, right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY covenant that we, the undersigned Assignors, will execute or procure any further necessary assurance of title to said Patent Application, and at any time; upon

the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, the Patent Application or any Letters Patent which may be granted therefore hereinafter in said Assignee, its successors, assigns or other legal representatives;

AND WE HEREBY further covenant and agree that we, the undersigned Assignors, without further compensation therefore, will communicate to Assignee any facts known to us respecting said Patent Application, and upon the request and at the expense of Assignee, will testify in any legal proceeding, sign all lawful papers, execute any additional, divisional, continuation, continuations-in-part, substitute or reissue applications for patents for said invention, or any part thereof, and for the reissue of any Letters Patent to be granted therefore hereafter, and will make all rightful oaths and generally do everything possible for procuring the same or for aiding Assignee to obtain and enforce proper patent protection for said invention in all countries, including the United States.


IN TESTIMONY WHEREOF, we, the Assignors, have hereunto set our hand this

9th day of June, 2008.

ASSIGNORS



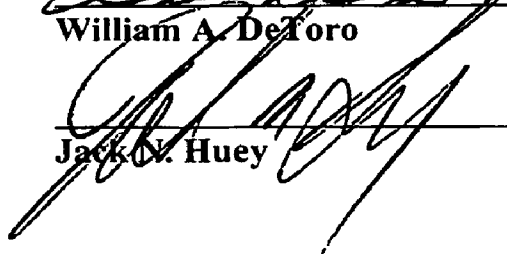
William W. DeToro



Brian S. Perala



William A. DeToro



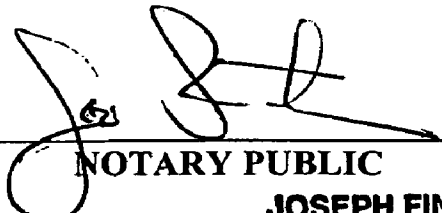
Jack N. Huey

STATE OF OHIO

)
) ss.
)

COUNTY OF MAHONING

On this 9 day of June, 2008, personally appeared **William W. DeToro**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledge that he executed the same and that he signs this as a free act and deed.



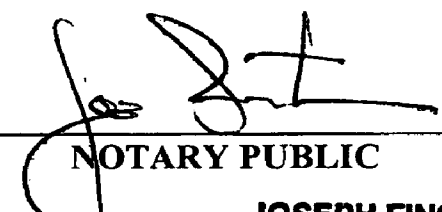
NOTARY PUBLIC
JOSEPH FINOCCHI
MY COMMISSION EXPIRES
JANUARY 8, 2013

STATE OF OHIO

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) ss.
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COUNTY OF MAHONING

On this 9 day of June, 2008, personally appeared **Brian S. Perala**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledge that he executed the same and that he signs this as a free act and deed.



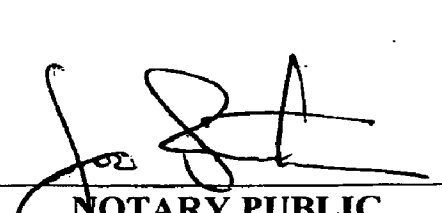
NOTARY PUBLIC
JOSEPH FINOCCHI
MY COMMISSION EXPIRES
JANUARY 8, 2013

STATE OF OHIO

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) ss.
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COUNTY OF MAHONING

On this 9th day of June, 2008, personally appeared **William A. DeToro**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledge that he executed the same and that he signs this as a free act and deed.



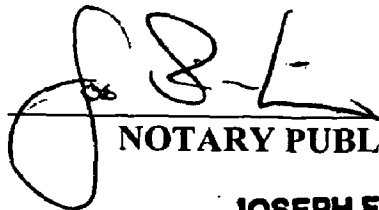
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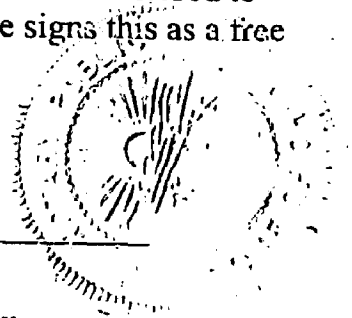
)
) ss.
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On this 9 day of June, 2008, personally appeared **Jack N. Huey**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledge that he executed the same and that he signs this as a free act and deed.



NOTARY PUBLIC

JOSEPH FINOCCHI
MY COMMISSION EXPIRES
JANUARY 8, 2013



Docket No. 1071.35