

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jim McClain	05/05/2009
RECEIVING PARTY DATA	
Name:	Micell Technologies, Inc.
Street Address:	7516 Precision Drive
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27617
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12443959
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 493-9300
Email:	selamrani@wsgr.com
Correspondent Name:	Samir Elamrani, Ph.D.
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	32695-707.831
NAME OF SUBMITTER:	Vicki L. Andrews
Total Attachments: 2 source=32695-707-831-Assignment#page1.tif source=32695-707-831-Assignment#page2.tif	

CH \$40.00 12443959

500865410

PATENT
REEL: 022713 FRAME: 0975

PATENT ASSIGNMENT

Docket Number 32695-707.831

WHEREAS, the undersigned:

1. McClain, Jim
8008 Chadbourne Court
Raleigh, NC 27613

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SURGICAL SUTURES HAVING INCREASED STRENGTH

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 12/443,959 was filed on April 1, 2009 in the United States Patent Office;
☐ for which Application No. ___ was filed on ___ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. ___ was filed on ___ in the ___ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No. ___

(hereinafter "Application(s)").

WHEREAS, Micell Technologies, Inc., a corporation of the State of Delaware, having a place of business at 7516 Precision Drive, Raleigh, NC 27617, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 5/5/09

Jim McClain

State/Commonwealth of NC
County of Wake

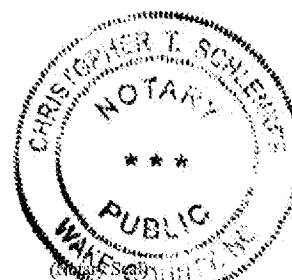
On 5-5-09

before me, Christopher Selekter (Name/Title of Notary)

personally appeared Jim McClain (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

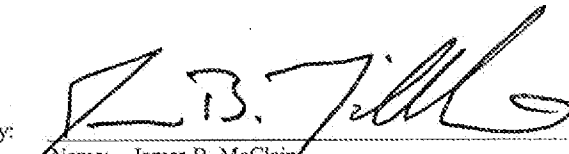
PATENT ASSIGNMENT

Docket Number 32695-707.831

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 5/5/09

By:


Name: James B. McClain
Title: Co-founder and Chief Technology Officer