

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Kercher	08/18/2009
John Heflin	08/18/2009
RECEIVING PARTY DATA	
Name:	KERFLIN ORTHOPEDIC INNOVATIONS, LLC
Street Address:	292 Oakdale Rd NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30307
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12474109
PCT Number:	US0945506
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	5K05.1-021
NAME OF SUBMITTER:	John W. Greenwald
Total Attachments: 3	
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ASSIGNMENT

WHEREAS, WE, **JAMES KERCHER**, residing at 510 Collier Road Atlanta, Georgia, 30318, and **JOHN HEFLIN**, residing at 292 Oakdale Rd NE Atlanta, Georgia, 30307, hereinafter "Assignors", have invented new and useful improvements in a **"FLUID-POWERED ELONGATION INSTRUMENTATION FOR CORRECTING ORTHOPEDIC DEFORMITIES"** for which United States Non-Provisional Patent Application Serial No. 12/474,109 was filed on May 28, 2009, and for which International Patent Application Serial No. PCT/US2009/045506 was filed on May 28, 2009, and;

WHEREAS, **KERFLIN ORTHOPEDIC INNOVATIONS, LLC.**, a Georgia corporation, whose post office address is at 292 Oakdale Rd NE Atlanta, Georgia, 30307, hereinafter "Assignee", is desirous of acquiring the entire interest in the same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, Assignors hereby do sell, assign and transfer unto Assignee the entire right, title and interest in and to said inventions and applications in the United States and throughout the world, including without limitation, any letters patent which may issue thereon or therefor, and any subsequent patent(s) or application(s) claiming priority to the above-identified applications, including any non-provisional U.S. patent application(s) claiming priority under 35 U.S.C. § 119(e), any foreign or international counterpart application(s) for patent or utility model, any reissue, reexamination,

division, continuation-in-part, extension or continuation application(s), all rights of priority under any international treaty or convention arising from said applications, and the right to sue and collect damages for any past, present, or future infringement; the same for Assignee's legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made;

AND, we hereby bind ourselves, our heirs, legal representatives, administrators and assign properly to execute without further consideration any and all applications, petitions, oaths, declaration and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee, its legal representatives and assigns to obtain and enforce proper protection for said invention in all countries throughout the world.

Assignors acknowledge that the attorneys and agents of the law firm of Gardner Groff Greenwald & Villanueva, PC do not personally represent Assignor or Assignors' legal interests, but instead represent the interests of Assignee, and cannot provide legal advice to Assignors with respect to this Assignment. Assignors further acknowledge his/her right to obtain independent legal counsel.

~ Signatures on next page ~

IN WITNESS WHEREOF, I have executed this assignment this 18 day of

August, 2009.

Signed: [Signature]

Print Name: James Kercher

State of _____

County of _____

On this 18th day of August, 2009, before me, a Notary Public, came James Kercher, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his/her free act and deed.

Notary Public: Tawana Madison

My Commission Expires: 9.5.10

IN WITNESS WHEREOF, I have executed this assignment this 18 day of

August, 2009.

Signed: [Signature]

Print Name: John Hefflin

State of _____

County of _____

On this 18th day of August, 2009, before me, a Notary Public, came John Hefflin, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his/her free act and deed.

Notary Public: Tawana Madison

My Commission Expires: 9.5.10

