09/16/09

U.S. PTO 12/586055 09/16/2009

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FORM PTO-1595 OMB No. 0651-0027	09-30-200		R SHEET Y	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  Atty. Docket No. 153.0003-00000		
To the Honorable Commissioner	· 11=2) ==:45 (115) (2=5) \$(1)) (2=1)	IM #+11   E#1	the attached	original documents or copy thereof.		
Name of conveying party(ies):	_ 103373700		and address of	receiving party(ies):		
Eduardo Gonzalez-Hernandez		Name: TOBY ORTHOPAEDICS, LLC				
		Internal Address:				
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No			ress: 3773 M	atheson Avenue		
3. Nature of conveyance:						
	☐ Merger	'				
Security Agreement		City: Coconut Grove State: Florida Zip: 33133				
☐ Other:			Additional name(s) & Address(es) attached? ☐ Yes ☑ No			
Execution Date: September 16,	2009					
4. Application number(s) or patent	number(s):	ent is being t	filed together w	ith a new application.		
A. Patent Application Number(s):			B. Patent Number(s):			
	· · · · · · · · · · · · · · · · · · ·		· <del></del>			
	Additional numbers attac	hed? □Y	es 🗵 No			
Name and address of party to whom correspondence concerning document should be mailed:  Name: MARTIN & FERRARO, LLP				ations and registrations involved: 1		
			7. Total fee (37 CFR 3.41): \$40.00			
Internal Address:			☐ Enclosed (Please charge deficiency to deposit account)			
Street Address: 1557 Lake O'Pines Street, NE			Authorized to be charged to deposit account			
·		8. Deposi	t Account No.:			
City: Hartville State:	Ohio Zip: <u>44632</u>	5	0-1068			
DO NOT USE THIS SPACE						
9. Signature.  Thomas H. Martin	- Thomas		89/29/2009 DI 81 FC:8021	BYRNE 80808046 501868 1258685 48.88 DA September 16, 2009		
Name of Person Signing Signature Date						
Total number of pages including cover sheet, attachments, and documents:2						

PATENT REEL: 023303 FRAME: 0377

## **ASSIGNMENT**

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

## SUTURE RETRIEVER-SHEATH DILATOR TOOL AND METHOD FOR USE THEREOF

for which I/We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on September 16, 2009 (Serial No. \_\_\_\_\_\_\_); and

WHEREAS, TOBY ORTHOPAEDICS, LLC, a corporation of Florida whose post office address is 3773 Matheson Avenue, Coconut Grove, Florida 33133 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, I/We, as assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. 61/097,240, filled September 16, 2008, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filled for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful caths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of			Eduardo Gonzelez-Hernandez	
State of	)	<b>SS</b> ,	3773 Matheson Avenue, Coconut Grove, FL 33133 Signature: 9/16/09	
Subscribed and sworn to l	before me this day , Notary Public	of	•	

MARTIN & FERRARO, LLP

PATENT

REEL: 023303 FRAME: 0378

## ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

SUTURE RETRIEVER-SHEATH DILATOR TOOL AND METHOD FOR USE THEREOF for which I/We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on September 16, 2009 (Serial No. \_\_\_\_\_); and WHEREAS, TOBY ORTHOPAEDICS, LLC, a corporation of Florida whose post office address is 3773 Matheson Avenue, Coconut Grove, Florida 33133 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application; NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignes is hereby acknowledged, I/We, as assigner(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. 61/097,240, filed September 16, 2008, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (If any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment; AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment; AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns. IN TESTIMONY WHEREOF. I/We have hereunto set our hands. Eduardo Gonzalez-Hernandez 3773 Matheson Avenue, Cocquat-Grove, Ft. 33133 99, Signature: State of \_\_\_\_\_

MARTIN & FERRARO, LLP

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

REEL: 023303 FRAME: 0379

PATENT

RECORDED: 09/16/2009

\_\_\_\_\_\_\_. Notary Public