# PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Eric A. Espinal	12/30/2009

## **RECEIVING PARTY DATA**

Name:	MiT Capital Partners, LLC	
Street Address:	4780 Stone Gate Boulevard	
City:	Akron	
State/Country:	ОНЮ	
Postal Code:	44333	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12649786

# CORRESPONDENCE DATA

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NAME OF SUBMITTER: Alan C. Brandt

Total Attachments: 2 source=DOC066#page1.tif source=DOC066#page2.tif

> PATENT REEL: 023719 FRAME: 0647

OF \$40.00 12649786

Attorney Docket No.: ESPI 2 00002

## **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, Eric A. Espinal of 4780 Stone Gate Boulevard, Akron, OH, 44333, US, ("Inventor(s)") who has/have created a certain invention for which a U.S. Patent Application has been

$\boxtimes$	executed concurrently herewith
	executed on
	filed, and assigned Application Serial No

and is entitled

# APPARATUS FOR MANIPULATION OF IMPLANTABLE MEDICAL DEVICE AND ASSOCIATED METHOD

hereby sell, assign and transfer to MiT Capital Partners, LLC, ("Assignee"), an Ohio limited liability company, having a place of business at 4780 Stone Gate Boulevard. Akron, OH, 44333, US, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventor(s) respecting said invention, whenever requested, and testify in any

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and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

I/we hereby authorize and request the assignee or its authorized representative to enter or correct the date(s) of execution of this Assignment, of available, to enter or correct the serial number or filing date for any above-identified patent application prior to recording this Assignment, and understand any such actions to have the same effect as if entered prior to execution of this Assignment.

Signed at the City of ARRON	State of ◯ખ\O
on this 30 day of DECEMBER	, 2009.
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	Eric A. Espinal
State of Ohio	
State of Chub	)
County of Summit	)ss:
County of ZDCC1111-001	)
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On this <u>30</u> day of <u>Alcer</u>	aber . 2009 before me
personally came Eric A. Espinal, to me	known to be the individual described in and who
executed the foregoing instrument, and	ecknowledged execution of the same
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	Notary Public
Cool	

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EUNICE D. MITCHELL, Notary Public Residence - Summit County State Wide Jurisdiction, Ohio by Commission Expires January 23, 2012

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