### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

	Name	Execution Date
THOMAS DAUMULLER		02/15/2010

#### **RECEIVING PARTY DATA**

Name:	WENZLER & CO.
Street Address:	STEIGACKER 22
City:	78582 BALGHEIM
State/Country:	GERMANY

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12620763

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: WESTP.P029

NAME OF SUBMITTER: ANDREW F. YOUNG

**Total Attachments: 3** 

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> **PATENT** REEL: 023969 FRAME: 0041

RECORDATION FORM COVER SHEET PATENTS ONLY				
To: Commissioner of Patents and Trademarks: Please	record the attached original document or copy:			
Name of conveying party(ies):  Thomas DAUMÜLLER  Additional names?Yes _x_ No	2. Name and address of receiving party(ies):     Name:     WENZLER & CO.     STEIGÄCKER 22     78582 BALGHEIM, GERMANY  Additional names & addresses attached? _Yes _X_No			
3. Nature of conveyance:  x Assignment Merger  Security Agreement Change of Name  Other  Execution Date: FEBRUARY 15, 2010				
4. Application number(s) or patent number(s): 12/620	pplication, execution date of application is: NA			
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 1			
should be mailed: Address associated with Customer  No.: 28752  Name:  Internal Address:  Street Address:	7. Total fee (37 CFR 3.41): \$40.00  Enclosed  XX Authorized charge to Deposit Acct No 10-0100  (Lackenbach Siegel LLP)			
City: State: ZIP:	8. X Charge any additional fees in connection with this submission to our Deposit Account No. 10-0100			
DO NOT USE THIS SPACE				
9. Statement and signature.  To the best of my knowledge and belief, the foregoin a true copy of the original document.  ANDREW F. YOUNG, Reg. No. 44,001  Name of Person Signing  Total number of pages including cover sheet, attachment	rig information is true and correct and any attached copy is  FEBRUARY 22, 2010  Date  Date			

PATENT REEL: 023969 FRAME: 0042

### Attorney Docket No. WESTP.P029

#### **ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned inventors:

Name	Address
Inventor: Thomas DAUMÜLLER	residing at: Forchenweg 14 70771 Leinfelden-Echterdingen GERMANY Citizenship: German

declare that they are citizens of the country indicated above and with residences as listed above,
Hereby sell, assign and transfer to WENZLER & CO., a corporation of the Nation of
Germany hereafter called the "Assignee," having a place of business at: Steigäcker 22, 78582
Balgheim, GERMANY.

To its successors, assigns and legal representatives, the entire right, title and interest for the United States and worldwide, in and to any and all improvements which are described and claimed in the

a	ttached specification exec	tited on	
XX	_specification Serial No.	, <u>12/620,763</u> filed <u>November</u>	18, 2009
	U.S. Letters Patent No	; issued	

# entitled: SURGICAL INSTRUMENT WITH GEARING

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States or worldwide on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States or worldwide on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein

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conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned further declare that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DATE 15.02.2010

Thomas DAUMULLER