

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jiangming LI	02/27/2010
RECEIVING PARTY DATA	
Name:	Empire Technology Development LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12727935
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ATTORNEY DOCKET NUMBER:	18144.2
NAME OF SUBMITTER:	R. Burns Israelsen
Total Attachments: 5 source=18144-2-Assignment#page1.tif source=18144-2-Assignment#page2.tif source=18144-2-Assignment#page3.tif source=18144-2-Assignment#page4.tif	

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**PATENT
 REEL: 024110 FRAME: 0366**

ASSIGNMENT OF PATENT RIGHTS
专利权转让证明

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

基于等价有偿，兹确认其足数并已收讫，

Jiangming LL, 23-1-301, No. 408 Zhongshan West Road, Shijiazhuang Hebei 050082 China
(“Assignor”),

李江明 河北省石家庄中山西路 408 号 23 栋 1 单元 301 室 邮编 050082 (“转让
人”)

effective as of December 24th, 2008 hereby sells, assigns, transfers, and conveys unto Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (“Assignee”), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (8) below:

自 2008 年 12 月 24 日起生效，将现在存在而且将来可能存在于以下 (1) 至 (8) 项中任何或所有项目中的所有权利、所有权、以及收益权（统称为该“权利”）出售、转让和转移给地址为 2711 Centerville Road, Suite 400, Wilmington, DE 19808 的 Delaware 有限责任公司 Empire Technology Development LLC (“受让人”)：

1. the inventions disclosed in the solution report/invention disclosure titled Limiting retractor for genal goitre and all inventions claimed and/or described in the Application (collectively, the “Invention”);

在方案报告/发明披露书中揭示的标题为 Limiting retractor for genal goitre 的发明以及以下申请中请求保护以及/或者描述的所有发明（统称为该“发明”）；

2. the patent applications listed in the table below (the “Application”);

下表中列出的专利申请（该“申请”）；

<u>Patent Application No.</u> 专利申请号码	<u>Country</u> 国家	<u>Filing Date</u> 申请日	<u>Title</u> 标题
12/727,935	US	March 19, 2010	SURGICAL INSTRUMENT

3. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct

or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("**Potential Patents**");

与该发明有关的所有权利，包括与该发明有关的或者来自任何直接的或间接的分案申请、继续申请、部分继续申请、或其他要求该申请优先权的专利申请的所有美国专利或其他政府授权或颁证（“潜在专利”）；

4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;

该潜在专利的所有再颁、复审、续展、或者注册；

5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("**Foreign Rights**"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;

与该发明、该申请、和该潜在专利中任何或所有相关的全部非美国专利、专利申请和对应申请，包括，但不限于，发明证书、实用新型、工业品外观设计保护、外观设计专利保护、以及其他政府授权或颁证（“外国权利”），并包括直接以受让人、其继承人以及再受让人的名义提交外国申请的权利；

6. all rights to claim priority rights deriving from the Application;

要求得自于该申请的优先权的所有权利；

7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and

与该申请、该发明、该潜在专利、以及该外国权利中任何或所有相关的所有诉由和救济（包括，但不限于，对过去、现在、或将来的对与任何前述相关的权利的侵害、滥用或侵权行为提起诉讼的权利，以及领取归于任何前述项下或由其产生的使用费和其他报酬的权利）；以及

8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

由该申请、该发明、该潜在专利、以及该外国权利产生的、与之关联的或涉及它们的任何和所有其他权利和利益。

Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or

other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

转让人不得签署任何与本转让证明相冲突的文件或做出与本转让证明相冲突的任何行为，并且当受让人、其继承者、法律代表以及再受让人为完善权利的行使，实施关于该权利的法律程序（包括任何诉讼或干预程序），或为完善或维护对该权利的所有权而认为有必要或需要时，转让人应当签署所有必要或需要的文件并做出其他相关行为，而无需任何额外报酬。转让人请求每个司法管辖区中的各个专利局或者政府机构，出具以受让人之名基于任何该权利可以被授权的任何以及所有专利权、发明证书、实用新型、或者其他政府授权或颁证，受让人享有其中的全部利益。

Assignor hereby authorizes and requests legal representative Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111 US to insert on this Assignment the filing date and Patent Application Numbers in the table above when known.

转让人特此授权并要求法律代表 Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111 US 在得知申请日以及专利申请号码之后将其填入本转让证明上面的表格中。

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

本转让证明的条款将符合受让人、其继承人、法律代表以及再受让人的利益并将对转让人、其继承人、法律代表以及再受让人具有约束力。

[Signature Page(s) to Follow]
[下面是签名页]

By 签名: 李江明

Print name 打印名称: Jiangming LI 李江明

ATTESTATION 证词

Each of the undersigned witnessed the signature of Jiangming LI to this document and makes the following statements:

每位下面签署人见证了李江明签署此文件，特作以下陈述：

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

我年满 18 周岁，若被要求，有能力对本证词的事实予以证实。

2. Jiangming LI is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Feb 27, 2010, to execute this document.

李江明本人，为我所知（或有充分证据向我证明其身份），并于 2010年2月27日在我面前签署此文件。

3. Jiangming LI subscribed to this document.

李江明同意本文件。

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that the foregoing is true and correct.

根据美利坚合众国法律有关伪证处罚以及本文件可能面临的任何其他司法管辖区的处罚法的规定，本人声明上述信息是真实的，正确的。

By 签名: 王玉敏

Print name 打印名称: 王玉敏

By 签名: 李国家

Print name 打印名称: 李国家

ACCEPTANCE BY ASSIGNEE

受让人接受书

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of Empire Technology Development LLC. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

在任何要求受让人为转让提供接受书的司法管辖区, 我兹代表 Empire Technology Development LLC 接受本转让。根据美利坚合众国法律有关伪证处罚和本文件可能面临的任何其他司法管辖区的法律处罚, 我声明 (请选择所有适用选项),

- I am an officer of the above-identified ASSIGNEE,
我是上面确认的受让人的官员,
- I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,
我接受受让人董事会的全权委托, 代表受让人签署本文件,

and that all the foregoing is true and correct.

上述文件真实无误。

Dated 日期:

3/3/10

By 签名人:



Name 姓名:

Eric BELL

Title 职务:

Director of Investment Strategy