## 12537995

# CH \$40,00

#### PATENT ASSIGNMENT

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

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LANNY R. PEPPER	08/25/2009
CHARLES J. COX	08/25/2009
WILLIAM F. DAVIES JR.	08/25/2009

#### RECEIVING PARTY DATA

Name:	FUTUREMATRIX INTERVENTIONAL, INC.	
Street Address:	1605 ENTERPRISE	
City:	ATHENS	
State/Country:	TEXAS	
Postal Code:	75751	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12537995

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	FMED-29,428
NAME OF SUBMITTER:	JOHN J. ARNOTT

Total Attachments: 4

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PATENT REEL: 024429 FRAME: 0711 source=fme29428 exe assmt#page3.tif source=fme29428 exe assmt#page4.tif

PATENT REEL: 024429 FRAME: 0712 Whereas, **LANNY R. PEPPER**, an individual, residing at 6900 FM 804, Larue, Texas 75770, **CHARLES J. COX**, an individual, residing at 219 Lakeview Circle, Eustace, Texas 75124, and **WILLIAM F. DAVIES, JR.**, an individual, residing at 4360 Lake Estates Drive, Athens, Texas 75751 ("Applicants"), have invented certain new and useful improvements in a **NON-COMPLIANT MEDICAL BALLOON** (the "Invention"), for which United States Patent Application was filed on August 7, 2009 (Serial No. 12/537,995) (the "Application"); and

Whereas, **FUTUREMATRIX INTERVENTIONAL**, **INC.**, a Texas corporation, located at 1605 Enterprise, Athens, Texas 75751 ("Assignee"), is desirous of acquiring the entire right, title, and interest in the Application.

Now, therefore, for other good and valuable consideration, Applicants, by these presents do hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives the full and exclusive right to the Application in the United States and the entire right, title, and interest in and to any and all Patents which may be granted therefor and/or therefrom in the United States, to all divisions, reissues, substitutions, continuations, continuations-in-part, and extensions of said application. Applicants hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for the Invention, or patents resulting therefrom, insofar as Applicants' interests are concerned, to Assignee, of the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its legal representatives, to the full end of the term for which said Patent(s) may be granted, as fully and entirely as the same would have been held by the Applicants had this assignment not been made.

Applicants also sell and assigns to Assignee, its successors, assigns and legal representatives the full and exclusive right, title, and interest to the Invention disclosed in said Application throughout the world, including the right to file applications and obtain patents, utility models, industrial models, and designs for the Invention in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the Invention and all rights to register the Invention in appropriate registries, all foreign rights arising from pre-grant publication of the Application; and Applicants further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Applicants further agree to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Invention in all countries.

Applicants further authorize and direct Assignee's attorneys to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

PATENT 1
REEL: 024429 FRAME: 0713

Name of First Joint Inventor: LANNY R. PEPPER Residence (City, State): LARUE, TEXAS Signature:  Date:  Date:  Date Application Executed:	
STATE OF SECOUNTY OF SEFORE ME, a Notary Public, on this Agrappeared LANNY R. PEPPER, known to me to be foregoing instrument and acknowledged to me that purposes and consideration therein expressed.	
[SEAL]  RHONDA ELAINE GLENA MY COMMISSION EXPIRES August 10, 2012	Notary Public Commission Expires: 08-25-09  08-10-2012

Name of Second Joint Inventor: CHARLES J. COX
Residence (City, State): EUSTACE, TEXAS
Signature: Chales 5- Cep
Date: 4/25/09
Date Application Executed:
STATE OF JUNE S COUNTY OF JUNE S
BEFORE ME, a Notary Public, on this
[SEAL]  RHONDA ELAINE GLENA MY COMMISSION EXPIRES August 10, 2012  Notary Public Commission Expires: 08 - 10 - 30 13

Name of Third Joint Inventor: WILLIAM F. DAVIES, JR.
Residence (City, State): ATHENS, TEXAS
Signature: Willin J. Haven h
Date: 8-25-09
Date Application Executed:
Λ
STATE OF §
COUNTY OF MENDENU §
BEFORE ME, a Notary Public, on this <u>26</u> day of <u>luquet</u> , 2009, personally
appeared WILLIAM F. DAVIES, JR., known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that he executed same of his own free will
for the purposes and consideration therein expressed.
RHONDA ELAINE GLENA MY COMMISSION EXPIRES August 10, 2012  August 10, 2012  August 10, 2012
[SEAL] Notary Public
Commission Expires: 08-10-2012

PATENT ASSIGNMENT Atty. Dkt. No. FMED-29,428

PATENT REEL: 024429 FRAME: 0716