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OMB No. 0651-0027

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John I. Shipp  
Wayne Young  
Keith Ratcliff

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: November 7, 2002

12802032

2. Name and address of receiving party(ies):

Name: SURGICON, INC.

Internal Address: \_\_\_\_\_

Street Address: 400 Long Beach Boulevard

City: Stratford State: Connecticut Zip: 06615

Additional name(s) & Address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application Number(s):

(Continuation of 11/430,431)

B. Patent Number(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MARTIN & FERRARO, LLP

Internal Address: \_\_\_\_\_

Street Address: 1557 Lake O'Pines Street, NE

City: Hartville State: Ohio Zip: 44632

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed (Please charge deficiency to deposit account)  
☒ Authorized to be charged to deposit account

8. Deposit Account No.:

50-1068

DO NOT USE THIS SPACE

9. Signature.

Thomas H. Martin  
Name of Person Signing

  
Signature

May 28, 2010  
Date

Total number of pages including cover sheet, attachments, and documents: 3

PATENT  
REEL: 024513 FRAME: 0696

## ASSIGNMENT

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

### IMPROVED INSTRUMENTS AND METHODS FOR USE IN LAPAROSCOPIC SURGERY

as disclosed in the attached or for which I/We executed a provisional application for United States Letters Patent concurrently herewith or for which we filed a provisional application for United States Letters Patent on October 7, 2002 (Serial No. 60/416,665); and

WHEREAS, SURGICON, INC., a corporation of Nevada, whose post office address is 400 Long Beach Boulevard, Stratford, Connecticut 06615 (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 any application for United States Letters Patent on this invention and the Letters Patent to be issued upon any such application;

NOW THEREFORE, be it known that for 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, this provisional application, and any provisional or nonprovisional applications directed to this invention which may hereafter be filed in the United States and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues and extensions thereof, and all rights to claim priority on the basis of such 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 nonprovisional, 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.

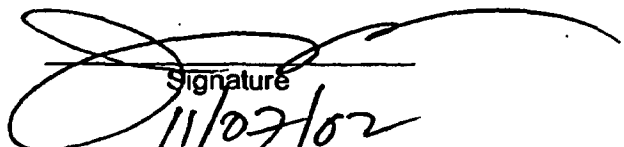
IN TESTIMONY WHEREOF, We have hereunto set our hands.

County of FAIRFIELD )

State of CONNECTICUT )

STRATFORD ss.

John I. Shipp  
104 Short Springs Road  
Tullahoma, Tennessee 37388

  
Signature  
11/07/02  
Date

Subscribed and sworn to before me this 7 day of NOV, 2002  
Bernard K. Kelle Notary Public

County of FAIRFIELD )  
State of CONNECTICUT ) STAFFORD ss.

Wayne Young  
104 Allview Avenue  
Brewster, New York 10509

Wayne Young  
Signature  
11/7/02  
Date

Subscribed and sworn to before me this 7 day of NOV, 2002  
Bernard E. Ratcliff, Notary Public

County of FAIRFIELD )  
State of CONNECTICUT ) STAFFORD ss.

Keith Ratcliff  
14 Concord Ridge Road  
Newtown, Connecticut 06470

Keith Ratcliff  
Signature  
11/7/02  
Date

Subscribed and sworn to before me this 7 day of NOV, 2002  
Bernard E. Ratcliff, Notary Public  
MY COMMISSION EXPIRES  
31 APRIL 2004