### PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Ashok Biyani	06/18/2010

### **RECEIVING PARTY DATA**

Name:	The University of Toledo
Street Address:	2801 W. Bancroft Street
City:	Toledo
State/Country:	ОНЮ
Postal Code:	43606-3390

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12818258

# CORRESPONDENCE DATA

Fax Number: (419)255-9639

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 419-255-5900

Email: DOCKETING@MSTFIRM.COM

Correspondent Name: MACMILLAN SOBANSKI & TODD, LLC
Address Line 1: ONE MARITIME PLAZA FIFTH FLOOR

Address Line 2: 720 WATER STREET

Address Line 4: TOLEDO, OHIO 43604-1619

ATTORNEY DOCKET NUMBER: 1-51053

NAME OF SUBMITTER: Richard S. MacMillan

Total Attachments: 2

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> PATENT REEL: 024557 FRAME: 0225

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## ASSIGNMENT

Attorney Docket No. D2009-90

WHEREAS the undersigned inventor(s),

Ashok Biyani, of 8788 Kellie Lane, Sylvania, Ohio 43560 and

have made certain inventions in an

# <u>UNIDIRECTIONAL ROTATORY PEDICLE SCREW</u> <u>AND SPINAL DEFORMITY CORRECTION DEVICE FOR</u> <u>CORRECTION OF SPINAL DEFORMITY IN GROWING CHILDREN</u>

as identified in *University of Toledo Invention Disclosure Form D2009-90* and for which an application for United States Patent was executed on even date herewith which claims priority from *United States Provisional Application For Patent Serial No. 61/218,204*, filed *June 18*, 2009, and

WHEREAS, *The University of Toledo*, of 2801 W. Bancroft Street, Toledo, Ohio, organized and operating in the State of Ohio, herein called "ASSIGNEE", is desirous of acquiring our entire right, title, and interest in said invention and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by the inventors, (all collectively hereinafter termed the "invention"), and application therefor, and in any patent or patents to be obtained therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, I / we have sold, assigned, and transferred, and by these presents do-hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

And I / we further covenant and agree that I / we will, at the request and expense of the said Assignee, execute such other and further assurances of title as may be necessary or proper to fully convey the interest herein sought to be conveyed; that I / we will, at the request and expense of the said Assignee, execute such application papers as may be desired by the said Assignee for the filing of any

application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s), and each and every reissue, reexamination, or extensions of any of said Patent(s) that may be granted upon said application, and will execute such Supplemental Oaths and Preliminary Statements, or other papers as desired by the said Assignee.

PATENT REEL: 024557 FRAME: 0226

# ASSIGNMENT

Attorney Docket No. D2009-90

And I / we further assign unto the said Assignee our whole right, title, and interest to the invention disclosed in the application throughout all countries foreign to the United States, and do hereby authorize the said Assignee to apply for patents therefor in its own name in countries where such procedure is proper and to claim the benefit of the International Convention and do agree to execute applications for the said invention in the several countries where it is necessary that the same be executed by the inventors, and to execute assignments of such applications and the patents to be obtained therefor to the said assignee, as well as all other necessary papers.

to issue such Letters Patent, or any of them, to the said Assignee, as the assignee of our entire right title, and interest in and to the same for the sole use and behalf of the said Assignee, and its successors or assigns.		
IN WITNESS WH	EREOF, I have hereunto set my hand and seal this\Z+k day of	
June 2010.	ASHOR BIYANI	
STATE OF OHIO	) )SS:	
COUNTY OF LUCAS		
Sworn and subscrib	ped to before me this 18th day of June 2010.	

Notary Public

RICHARD S. MacMILLAN, Attorney at Law Notary Public - State of Ohio My Commission Has No Expiration Date

Page 2 of 2

**RECORDED: 06/18/2010** 

PATENT REEL: 024557 FRAME: 0227