

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Heinz Stammberger	05/10/2010
Martin Blocher	05/06/2010
RECEIVING PARTY DATA	
Name:	Karl Storz GmbH & Co. KG
Street Address:	Mittelstrasse 8
City:	D-78532 Tuttlingen
State/Country:	GERMANY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12768420
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ATTORNEY DOCKET NUMBER:	02581-P1255A
NAME OF SUBMITTER:	Wesley W. Whitmyer, Jr.
Total Attachments: 3 source=Assignment to Karl Storz GmbH & Co. KG#page1.tif source=Assignment to Karl Storz GmbH & Co. KG#page2.tif source=Assignment to Karl Storz GmbH & Co. KG#page3.tif	

OP \$40.00 12768420

Assignment

WHEREAS, We, the undersigned inventors, have made certain inventions or discoveries (or both) as set forth in an application for Letters Patent of the United States of America, entitled **Medical Instrument For Dilating Osseous Structures**, bearing U.S. Patent Application No. 12/768,420 and filed on April 27, 2010;

WHEREAS; Karl Storz GmbH & Co. KG, a limited partnership organized and existing under the laws of Germany, and having an office and place of business at Mittelstrasse 8; D-78532 Tuttlingen, Germany, and, together with its successors and assigns is hereinafter called "Assignee", and is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

NOW THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents, including

Assignment

Applicants: Heinz Stammberger, et al.

petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns, which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN WITNESS WHEREOF, we, Heinz Stammberger and Martin Blocher, have hereunto set our hands and affixed our seals.

May 10, 2010
Date

Heinz Stammberger
Heinz Stammberger
Sonnleitenweg 51
8043 Graz, Austria

Declaration of Witness


I declare that I was personally present and did see Heinz Stammberger, who is personally known to me to be the person named in this assignment, duly sign and execute the same.

Declared at Graz, on May 10, 2010.

Andre Tschorn
Signature of Witness

CLAIRE ZWERINIA
Name of Witness

6.5.2010
Date


Martin Blocher
Zollernstrasse 18
D-78532 Tuttlingen, Germany

Declaration of Witness

I declare that I was personally present and did see Martin Blocher, who is personally known to me to be the person named in this assignment, duly sign and execute the same.

Declared at Tuttlingen, on May 6, 2010.


Signature of Witness

Edith Deufel
Name of Witness