

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael A. Martinelli	07/31/2003
Winchester Development Associates	07/31/2003
Enterprise Medical Technology and Dehon, Inc.	12/22/2004
RECEIVING PARTY DATA	
Name:	Surgical Navigation Technologies, Inc.
Street Address:	826 Coal Creek Circle
City:	Louisville
State/Country:	COLORADO
Postal Code:	80027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12880460
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-641-1600
Email:	pneal@hdp.com
Correspondent Name:	Harness, Dickey, & Pierce, PLC
Address Line 1:	P.O. Box 828
Address Line 4:	Bloomfield Hills, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	5074A-000024/COC
NAME OF SUBMITTER:	Richard W. Warner

Total Attachments: 12
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**PATENT
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ASSIGNMENT

This agreement is made and entered into as of the 27th day of December, 2004, ("Effective Date"), by and between Michael A. Martinelli, Ph.D., an individual, located at 58 Wedgemere Avenue, Winchester, MA 01890, Winchester Development Associates, a sole proprietorship located at 58 Wedgemere Avenue, Winchester, MA 01890, and Enterprise Medical Technology, a Massachusetts corporation having offices at 20 Acorn Park, Cambridge, MA 02140-2390 (hereinafter "Assignors"), and Surgical Navigation Technologies, Inc., a Colorado corporation having a principal office at 826 Coal Creek Circle, Coal Creek Corporate Center One, Louisville, CO 80027 (hereinafter "Assignee").

BACKGROUND

Assignors collectively own all right, title, and interest in and to all patents and patent applications identified in Schedule A, the inventions disclosed and claimed therein, and all patent applications that rely on any of the patents and/or patent applications for priority (hereinafter "Patents").

Assignors collectively are the owner of certain unpublished research and development information, unpatented inventions, know-how, trade secrets, and technical data relating to the design and development of electromagnetic position tracking systems (hereinafter "Proprietary Information"), a list identifying the Proprietary Information is attached as Schedule B.

Assignee desires to acquire, and Assignors are willing to assign to Assignee, all of Assignors' right, title, and interest in and to the Proprietary Information, the Patents, and any inventions disclosed and/or claimed in the Patents and any improvements therein, all of which will be hereinafter collectively referred to as "Intellectual Property".

GRANT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby knowledge, Assignors hereby transfer, grant, convey, assign, and relinquish exclusively to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Intellectual Property including the Proprietary Information, as well as the Patents, the inventions claimed in the Patents and any patent applications in any country directed to the inventions claimed therein, all continuations, continuation-in-part applications, divisionals, reissues, reexaminations, renewals and extensions thereof, and all rights to claim priority on the basis of the Patents or the patent applications, and all accrued causes of action for damages for infringement thereof.

In furtherance of this Agreement, Assignors hereby acknowledge that, from the Effective Date forward, Assignee has succeeded to all of Assignors' right, title, and standing to receive all rights and benefits pertaining to the Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Intellectual Property, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable. Assignors 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 Patents for inventions to Assignee, its successors and assigns, in accordance with the terms of this agreement.

Assignors shall execute and deliver to Assignee, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Intellectual Property to Assignee, or the original ownership of all the Intellectual Property on the part of Assignors, to the fullest extent possible. Assignors further agree to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Intellectual Property and to perform any other acts deemed necessary to carry out the intent of this Agreement. Assignee shall reimburse Assignors for any and all costs reasonably incurred by Assignors in performance under this paragraph.

This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

For and on behalf of
MICHAEL A. MARTINELLI, PH.D.

By: Michael A. Martinelli

SWORN TO BEFORE ME

This 31st day of July 2003

Gail P. Dasilva
Notary Public

MY COMMISSION EXPIRES
JANUARY 20, 2006

For and on behalf of
WINCHESTER DEVELOPMENT ASSOCIATES

By: _____
Full Name: Michael A. Martinelli
Capacity: President

SWORN TO BEFORE ME

This 31st day of July 2003

Gail P. Dasilva
Notary Public

For and on behalf of
ENTERPRISE MEDICAL TECHNOLOGY

X By: Stephen S. Gray
Full Name: Stephen S. Gray
Capacity: Plan Administrator

SWORN TO BEFORE ME

This 22nd day of December

Christy Chafetz
Notary Public

hereby declare acceptance of the assigned rights as mentioned above:

For and on behalf of
SURGICAL NAVIGATION TECHNOLOGIES, INC.

SWORN TO BEFORE ME

By: 

This 27th day of December, 2004.

Full Name: MARK WILLIAM HUNTER



Capacity: SR. DIRECTOR, BUSINESS DEVELOPER

Notary Public

ADDENDUM TO ASSIGNMENT

This ADDENDUM shall become a part of and incorporated into the Assignments (hereinafter "Assignment") made on the 2nd day of December, 2004, by and between Michael A. Martinelli, Ph.D. ("Martinelli"), an individual, located at 58 Wedgemere Avenue, Winchester, MA 01890, Winchester Development Associates ("Winchester"), a sole proprietorship located at 58 Wedgemere Avenue, Winchester, MA 01890, and Enterprise Medical Technology, a Massachusetts corporation having offices at 20 Acorn Park, Cambridge, MA 02140-2390 (hereinafter collectively "Assignors"), and Surgical Navigation Technologies, Inc., a Colorado corporation having a principal office at 826 Coal Creek Circle, Coal Creek Corporate Center One, Louisville, CO 80027 (hereinafter "Assignee"), in which Assignors assigned all right, title and interest in and to certain intellectual property, including the Intellectual Property (as defined in the Assignment) set forth in Schedules A & B (attached hereto) to Assignee in the United States, Japan, Canada, Australia, EPO and Germany.

WHEREAS, Enterprise Medical Technology and Dehon, Inc. (Enterprise Medical Technology's successor in interest as a result of court-ordered substantive consolidation) (hereinafter together "EMT") is currently winding-up its business operations under Chapter 11 of the United States Bankruptcy Code.

WHEREAS, EMT is required from time to time under the Assignment to execute instruments and take other steps for the benefit of Assignee.

WHEREAS, various Patents in the Intellectual Property have expired (hereinafter "Expired Patents") based upon unintentional and/or unavoidable delay in the payment of maintenance fees for the Expired Patents, which patents are now beneficially owned by Assignee.

WHEREAS, this Addendum is made between EMT and Assignee, and is not intended to modify any obligations of Martinelli and Winchester under the Assignment.

NOW THEREFORE, in consideration of the representations, agreements and release contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignee and EMT mutually agree as follows:

EMT acknowledges the receipt of One Million Six Hundred Thousand Dollars (\$1,600,000.00) received by EMT under the Agreement, effective October 9, 2001, between EMT and Sofamor Danek Holdings, Inc., and further acknowledges that amount was reasonable and sufficient.

To the extent that EMT is an ongoing enterprise or is otherwise readily available, EMT will make all reasonable efforts to execute documents prepared by Assignee that are reasonably acceptable in form and substance to EMT and will take such other reasonable steps at no cost to EMT as Assignee deems necessary and appropriate so that Assignee can enjoy the full benefit of and exploit all Intellectual Property, including the Expired Patents at the expense of Assignee, but for no additional consideration. In this regard, EMT will, to the extent that EMT is an ongoing enterprise or is otherwise readily available, without limitation, execute any documents prepared by Assignee that are reasonably acceptable in form and substance to EMT, reasonably necessary to revive the Expired

Patents and cooperate in providing any necessary information that is readily available for Assignee to prepare any documents necessary to revive the Expired Patents, including providing evidence to the United States Patent and Trademark Office that the delay in paying maintenance fees for the Expired Patents was unintentional and/or unavoidable, all at Assignee's expense and at no cost to EMT.

Notwithstanding and without limiting its obligations under the Assignment and this Addendum, EMT also hereby irrevocably designates, nominates, constitutes and appoints Assignee (which may act through any of its duly authorized officers or agents), to act on behalf of EMT, as EMT's agent and attorney-in-fact, and in EMT's stead, in the sole discretion of Assignee, for the purpose of discharging EMT's obligations under the Assignment and/or this Addendum, and EMT hereby grants to Assignee the specific power and authority to execute, file and register any and all documents, and to do any and all such other lawful acts, deeds, matters and things which are incidental thereto, for and on behalf of EMT, that may be required of EMT at any time under the Original Assignment and/or this Addendum. If Assignee exercises this power of attorney, it shall be irrefutably presumed that EMT is unable to, or has elected not to, execute such document itself, and that EMT wishes to have Assignee execute the same pursuant to its power of attorney. Assignee's exercise of its rights under this power of attorney shall be Assignee's sole remedy against EMT in the event EMT is not reasonably able to execute a document or take other action requested by Assignee as required under the Assignment.

Assignee and EMT for themselves and each of their respective officers, directors, partners, agents, employees, attorneys, and successors (but not Martinelli and Winchester), do hereby mutually release one another from all claims which in any way arise out of the Exclusive Option and License Agreement dated October 6, 1999 among Sofamor Danek Holdings, Inc., Winchester, and EMT to the extent such claims are related to conduct or omissions occurring prior to the effective date of this Agreement.

Assignee and EMT agree that by signing this Addendum, this Addendum shall become a part of and incorporated into the above-identified Assignment and that the obligations of EMT under the Assignment shall be subject to the terms hereof. Any modifications of this Addendum must be expressly assented to by Assignee in writing.

For and on behalf of
ENTERPRISE MEDICAL TECHNOLOGY

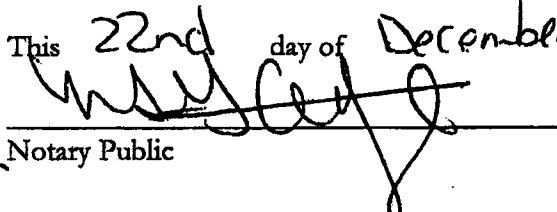
By: 

Full Name: Stephen S Gray

Capacity: Plan Administrator

SWORN TO BEFORE ME

This 22nd day of December, 2001


Notary Public

DEHON, INC.

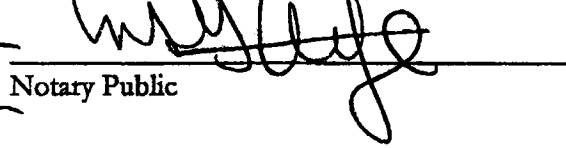


SWORN TO BEFORE ME

By: X

This 22nd day of December

Full Name: Stephen S Gray


Notary Public

Capacity: Plan Administrator

hereby declare acceptance of the assigned rights as mentioned above:

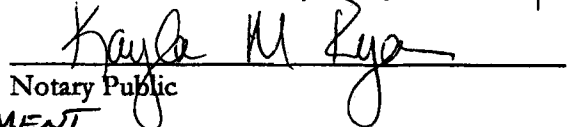
For and on behalf of
SURGICAL NAVIGATION TECHNOLOGIES,
INC.

SWORN TO BEFORE ME

By: 

This 27th day of December, 2004

Full Name: MARK WILLIAM HUNTER


Notary Public

Capacity: SR. DIRECTOR, BUSINESS DEVELOPMENT

SCHEDULE A

TITLE	INVENTOR(S) APPLICANT	PATENT NO.	ISSUE DATE	SERIAL NO. PUBLICATION NO.	ISSUE DATE PUBLICATION DATE
Coil Structures and Methods for Generating Magnetic Fields	Brad Jascob Paul Kessman Michael Martinelli			60/161,990	October 28, 1999
Coil Structures and Methods for Generating Magnetic Fields	Michael Martinelli Brad Jascob Mark W. Hunter			09/698,896	October 27, 2000
Coil Structures and Methods for Generating Magnetic Fields	Michael Martinelli Brad Jascob Mark W. Hunter			EP00973969.9	
Coil Structures and Methods for Generating Magnetic Fields	Michael Martinelli Brad Jascob Mark W. Hunter			US00/29733 WO200131466	October 27, 2000 May 3, 2001
Coil Structures and Methods for Generating Magnetic Fields	Michael Martinelli Brad Jascob Mark W. Hunter			AU200112408 AU200112408(A)	October 27, 2000 May 8, 2001
Patient-Shielding and Coil System	Michael Martinelli Paul Kessman Brad Jascob			60/161,989	October 28, 1999
Patient-Shielding and Coil System	Michael Martinelli Brad Jascob Mark W. Hunter			09/698,895	October 27, 2000
Patient-Shielding and Coil System	Winchester Development Associates and Enterprise Medical Technology, Inc. Michael Martinelli Brad Jascob Mark W. Hunter			WO01/30437 US00/29730	May 3, 2001 October 27, 2000

SCHEDULE A

TITLE	INVENTOR(S) APPLICANT	PATENT NO.	ISSUE DATE	SERIAL NO. PUBLICATION NO.	FILING DATE PUBLICATION DATE
Patient-Shielding and Coil System	Michael Martinelli Brad Jascob Mark W. Hunter			EP00972380.0 EP1257317	October 27, 2000 November 20, 2002
Patient-Shielding and Coil System	Michael Martinelli Brad Jascob Mark W. Hunter			AU2001011049	October 27, 2000 May 8, 2001
Method and System for Navigating a Catheter Probe in the Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob	60/161,991			October 28, 1999
Method and System for Navigating A Catheter Probe in the Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob	6,493,573	December 10, 2002	09/589,779	June 8, 2000
Method and System for Navigating A Catheter Probe in the Presence of Field-Influencing Objects	Winchester Development Associates and Enterprise Medical Technology, Inc.	WO01/30,256	May 3, 2001	PCT/US00/29721 WO200130256	October 27, 2000 May 8, 2001
Method and System for Navigating A Catheter Probe in the Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob	CA2,388,570 CA2,388,570AA			October 27, 2000 May 3, 2001
Method and System for Navigating A Catheter Probe in the Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob			EP00972378.4 EP1227767	October 27, 2000 August 7, 2000
Method and System for Navigating A Catheter Probe in the Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob			AU200111047	October 27, 2000 May 8, 2001

SCHEDULE A

TITLE	INVENTOR(S) APPLICANT	PATENT NO.	ISSUE DATE	SERIAL NO. PUBLICATION NO.	ISSUING DATE PUBLICATION DATE
Method and System for Navigating A Catheter Probe in The Presence of Field-Influencing Objects	Michael Martinelli Paul Kessman Brad Jascob	5,592,939	January 14, 1997	10/252,258 20030117135	September 23, 2002 June 26, 2003
Method and System for Navigating a Catheter Probe	Michael Martinelli	5,592,939	January 14, 1997	490,342	June 14, 1995
Method and System for Navigating a Catheter Probe	Michael Martinelli Wayne Haase			09/231,854	January 14, 1999
Method And System For Navigating A Catheter Probe	Michael Martinelli			09/494,213	January 24, 2000
Method and System for Navigating a Catheter Probe	Winchester Development Associates ¹			US96/10050 WO9700043	June 11, 1996 January 3, 1997
Method and System for Navigating a Catheter Probe	Michael Martinelli			EP96919360.6 EP836416	June 11, 1996 April 22, 1998
Method and System for Navigating a Catheter Probe	Michael Martinelli			JP97503261 JP11510406	June 11, 1996 September 14, 1999
Surgical Sensor	Mark W. Hunter Shei McCoid Paul Kessman	6,499,488	December 31, 2002	09/428,721	October 28, 1999
Surgical Sensor	Surgical Navigation Technologies			DE10053457.0	October 27, 2000
Surgical Sensor	Winchester Development Associates			PCT/US00/29880 WO200130257	October 27, 2000 May 3, 2001

¹ Subject to co-inventorship claim

SCHEDULE A

TITLE	INVENTORS (APPLICANT)	PATENT NO.	ISSUE DATE	SERIAL NO. PUBLICATION NO.	ISSUE DATE PUBLICATION DATE
Surgical Sensor	Michael Martinielli Mark W. Hunter Sheri McCoid Paul Kessman			EP00975487.0 EP1257223	October 27, 2000 November 20, 2002
Surgical Sensor	Michael Martinielli Mark W. Hunter Sheri McCoid Paul Kessman			DE10085137.1	October 27, 2000 November 7, 2002
Surgical Sensor	Michael Martinielli Mark W. Hunter Sheri McCoid Paul Kessman			AU200113533	October 27, 2000 May 8, 2001
Surgical Sensor	Michael A. Martinielli Mark W. Hunter Sheri McCoid Paul Kessman			10/289,869 20030066538	November 7, 2002 April 10, 2003
System and Method for Navigating a Multiple Electrode Catheter	Michael A. Martinielli	6,104,944	August 15, 2000	08/972,061	November 17, 1997
Acoustic Image System and Method	Michael A. Martinielli Peter von Thuna	4,821,731	April 18, 1989	129,830	December 8, 1987
Acoustic Image System and Method	Michael A. Martinielli	JP2765738	April 3, 1998	JP500493/1989	September 30, 1988
Acoustic Image System and Method	Michael A. Martinielli Peter von Thuna			WO88US3366 WO8905123	September 30, 1988 June 15, 1989
Acoustic Image System and Method	Michael A. Martinielli Peter von Thuna			AU8927965A AU8927965A1 AU620580B2	September 30, 1988 July 5, 1989 February 20, 1992

SCHEDULE A

TITLE	INVENTOR(S) APPLICANT	PATENT NO.	ISSUE DATE	SERIAL NO. PUBLICATION NO.	FILING DATE PUBLICATION DATE
Acoustic Image System and Method	Michael A. Martielli			EP89900388	September 30, 1988
	Peter von Thuna			EP393113A1	October 24, 1990
		CA1,293,048	December 10, 1991	EP393113A4	September 25, 1991
Acoustic Image System and Method	Michael A. Martielli			CA580,043	October 13, 1988
	Peter von Thuna				
Ultrasonic Transducer	Michael A. Martielli	4,862,893	September 5, 1989	151,394	February 2, 1988
Ultrasonic Transducer	Michael A. Martielli			WO88US4243	November 29, 1988
				WO8906934	August 10, 1989
Ultrasonic Transducer	Michael A. Martielli			AU8929288	November 29, 1988
Ultrasonic Transducer	Michael A. Martielli	5,002,058	March 26, 1991	340,050	August 25, 1989
					April 18, 1989
Method of Making A Transducer	Michael A. Martielli	4,977,655	December 18, 1990	340,383	April 18, 1989

SCHEDULE B

Invention Disclosures Entitled:

- Navigation Catheter Based Coronary Artery Bypass;
- Self-Calibrating System for Navigating a Catheter Probe;
- Patient Shielding System for Magnetic Navigation System;
- High U-Core Ultra Small Navigated Sensor;
- Soft Tissue Morphed Display;
- Correcting Navigation Errors Due to Nearby Objects that are Electrically Conductive, March 20, 1999 (with input from Surgical Navigation Technologies, Inc.);
- Non-Overlapping Navigation Coil Structure, March 21, 1999 (including documents relating to removal of vertical end coils);
- Calculating Magnetic Field Equations with Infinite Conductive Sheet or EM Shield Method (O.R. table correction), March 3, 1999;
- Navigating a Ferromagnetic Electrically Conductive Tool Simultaneously with the Navigation of a Catheter, April 15, 1999;
- Disturbance Correction Using Known Sensor Placement – Error Elimination Technique, April 20, 1999;
- Disclosure 5/9/99: Correcting Navigation Errors Due to Nearby Objects that are Electrically Conductive – A Generalized Approach (Background – see 3/20/99 disclosure).

Know-How Directed To:

- Product Concept Device;
- Prototype Designs:
 - i). Coils set design software and shielding technology;
 - ii). Coil driver technology;
 - iii). Pre-amplifier;
 - iv). Signal extraction.
- Navigation Software and Self Calibration;
- Fabrication Techniques and Material Suppliers/Contractors;
- Know-how and trade secrets acquired by EMT from Intra-Sonix, Inc.