

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Roy E. Morgan	10/08/2010
Wayne K. Auge II	10/22/2010
RECEIVING PARTY DATA	
Name:	NuOrtho Surgical, Inc.
Street Address:	151 Martine
City:	Fall River
State/Country:	MASSACHUSETTS
Postal Code:	02723
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12887475
CORRESPONDENCE DATA	
Fax Number:	(505)243-2542
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5059981500
Email:	info@Peacocklaw.com
Correspondent Name:	Janeen Vilven
Address Line 1:	P. O. Box 26927
Address Line 2:	Peacock Myers, P.C.
Address Line 4:	Albuquerque, NEW MEXICO 87125-6927
ATTORNEY DOCKET NUMBER:	31128-1001
NAME OF SUBMITTER:	Janeen Vilven

OP \$40.00 12887475

Total Attachments: 3
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 source=SignedInv12887475Assign10-8-10#page1.tif

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**PATENT
 REEL: 025510 FRAME: 0727**

RECORDATION FORM COVER SHEET PATENTS ONLY

31128-CIP-195

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Wayne K. Auge, II and Roy E. Morgan

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

2. Name and address of receiving party(ies)

Name: NuOrtho Surgical, Inc.

Internal Address: _____

Street Address: 151 Martine

City: Fall River

State: MA

Country: United States of America Zip: 02723

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/22/2010; 10/8/2010

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/887,475

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Janeen Vilven

Internal Address: Peacock Myers, P.C.

Street Address: P. O. Box 26927

City: Albuquerque

State: New Mexico Zip: 87125-6927

Phone Number: 505-998-1500

Fax Number: 505 243 2542

Email Address: info@peacocklaw.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

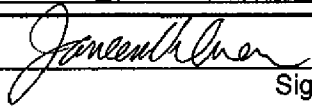
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 134213

Authorized User Name Janeen Vilven

9. Signature:



Signature

December 15, 2010

Date

Janeen Vilven / 47,156
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventor: Roy E. Morgan
Wayne K. Augé, II

Serial No. **12/887,475**

Title: ELECTROSURGICAL PLENUM

Filing Date: September 21, 2010

For valuable consideration received or to be received, and hereby acknowledged, **Roy E. Morgan**, 401 Channing Way, Alameda, California 94502, and **Wayne K. Augé, II**, of 936 Jemez Vista Court, Santa Fe, New Mexico 87505, (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto **NuOrtho Surgical, Inc.** of 151 Martine Street, Fall River, Massachusetts 02723, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as Electrosurgical Plenum, Attorney Docket 31128-CIP-195, filed in the United States Patent and Trademark Office on September 21, 2010 and given U.S. Serial No. 12/887,475, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its

manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

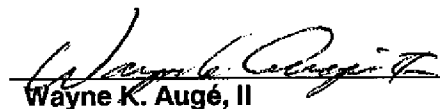
As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 8th day of October, 2010.


Roy E. Morgan

DATED this 22 day of October, 2010.


Wayne K. Augé, II

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