

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Stephen C. Jacobsen	01/10/2011
Fraser M. Smith	11/11/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sterling L.C.
<b>Street Address:</b>	360 Wakara Way
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12938672
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	2890-T7076.L.NP
<b>NAME OF SUBMITTER:</b>	Jed H. Hansen

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Total Attachments: 4  
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**PATENT**  
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**PATENT**  
**REEL: 025648 FRAME: 0974**

WHEN RECORDED RETURN TO:  
Jed H. Hansen  
Thorpe North & Western, LLP  
P.O. Box 1219  
Sandy, UT 84091-1219

Docket No. 2890-T7076.L.NP

## A S S I G N M E N T

WHEREAS, we, Stephen C. Jacobsen (resident of the State of UT, whose postal mailing address is 274 S. 1200 East, Salt Lake City, UT 84102); and Fraser M. Smith (resident of the State of UT, whose postal mailing address is 2458 Promontory Drive, Salt Lake City, UT 84109); (hereinafter "Assignors") have invented a certain new and useful improvement in a **SUTURE DEVICE AND METHOD FOR CLOSING A PLANAR OPENING** for which an application for United States Letters Patent is being filed concurrently herewith OR which was filed on November 3, 2010 as THORPE NORTH & WESTERN, LLP Docket No. 2890-T7076.L.NP, and given U.S. Patent Application Serial No.12/938,672; (Assignee's attorney is hereby authorized to insert the specified data, when known) and:

WHEREAS, Sterling L.C., a limited company, organized and existing under the laws of the State of UT, having a business address of 360 Wakara Way, Salt Lake City, UT 84108, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and

including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; and cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissue, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.



