

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David A Leibel	10/17/2005
William P Cooney III	08/22/2005
Bernard Morrey	09/13/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAYO Foundation for Medical Research and Education
<b>Street Address:</b>	200 First St. SW
<b>City:</b>	Rochester
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55905
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11605808
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)963-5001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2159634816
<b>Email:</b>	jhemmer@morganlewis.com
<b>Correspondent Name:</b>	John L. Hemmer
<b>Address Line 1:</b>	1701 Market St
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2921
<b>ATTORNEY DOCKET NUMBER:</b>	062845-5004-01US
<b>NAME OF SUBMITTER:</b>	John L. Hemmer
<b>Total Attachments: 6</b> source=assignment#page1.tif source=assignment#page2.tif	

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**PATENT**  
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**ASSIGNMENT**

**WHEREAS**, we, **David A. Leibel, William P. Cooney, III, and Bernard Morrey**, citizens of the United States, with respective post office addresses of 32189 Helium Street, Princeton, MN 55371; 1085 Orchard Acres Lane SW, Rochester, MN 55902; and 1319 7th Street SW, Rochester, MN 55902, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**RADIAL-CAPITELLAR IMPLANT**

which is found in a United States patent application naming the above inventors and having Application No. 11/001,662, filed December 1, 2004, and

**ASSIGNORS** authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number of this application if it is unknown at the time of execution of this Assignment.

**WHEREAS, MAYO Foundation for Medical Research and Education**, a non-profit organization located at 200 First St. SW, Rochester, MN 55905, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring said invention and said patent application.

**NOW, THEREFORE**, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and


in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant,

agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of said invention, to testify in any legal proceeding relating thereto.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

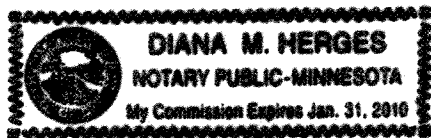
10/17/05 (Date)  (Seal)  
**David A. Leibel**

\_\_\_\_ (Date) \_\_\_\_\_ (Seal)  
**William P. Cooney, III**

\_\_\_\_ (Date) \_\_\_\_\_ (Seal)  
**Bernard Morrey**

STATE OF Minnesota :  
 : ss.  
COUNTY OF Anoka :

Before me, a notary public in and for the State and County aforesaid, on this 17th day of October, 2005, personally appeared **David A. Leibel**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



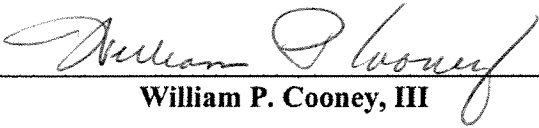

Diana M. Herges  
Notary Public

My Commission Expires:

and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of said invention, to testify in any legal proceeding relating thereto.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

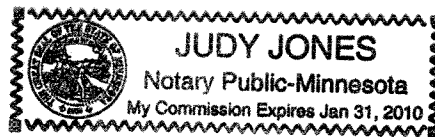
_____	_____	(Seal)
(Date)	David A. Leibel	
8/22/2005		(Seal)
(Date)	William P. Cooney, III	
_____		(Seal)
(Date)	Bernard Morrey	

STATE OF MINNESOTA :  
 : ss.  
COUNTY OF OLMSTED :

Before me, a notary public in and for the State and County aforesaid, on this 22 day of August, 2005, personally appeared **William P. Cooney, III**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Judy Jones  
Notary Public

My Commission Expires:



STATE OF MINNESOTA :  
: ss.  
COUNTY OF CLMSTED :

Before me, a notary public in and for the State and County aforesaid, on this 13 day of SEPT, 2005, personally appeared **Bernard Morrey**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Judy Jones  
Notary Public

My Commission Expires:

