

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Charles M. Strother	02/24/2011
<b>RECEIVING PARTY DATA</b>	
Name:	CMS Medical, LLC
Street Address:	5008 Risser Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53705
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Application Number:	12542376
Application Number:	12692340
Application Number:	13011789
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	098429-0103, -0102, -0111
NAME OF SUBMITTER:	Jeffrey S. Gundersen
Total Attachments: 2 source=Assignment to CMS Medical#page1.tif source=Assignment to CMS Medical#page2.tif	

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**PATENT**  
**REEL: 026071 FRAME: 0878**

### **Assignment of Patent Applications**

Whereas Charles M. Strother, hereinafter referred to as "Strother," is a co-inventor and co-owner of the U.S. and International patent applications listed on the Schedule below, hereinafter referred to as the "Patent Applications;" and

Whereas CMS Medical, LLC, a Wisconsin limited liability, hereinafter referred to as ("CMS"), desires to acquire Strother's entire right, title and interest in and to such Patent Applications;

Now, therefore, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Strother does hereby sell, assign, transfer and convey unto CMS his entire right, title and interest in and to the Patent Applications, including any resulting patents, and any and all reexaminations, extensions and reissues thereof and any continuations, continuations-in-part, divisionals, renewals, and foreign rights corresponding to such applications, and any other applications or patents that claim priority therefrom and including, without limitation, the rights to the underlying inventions, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain such applications and patents.

Strother hereby covenants that, upon request, he will provide CMS with all pertinent facts and documents relating to the Patent Applications; that he will testify as to the same in any interference, litigation or any other proceeding relating thereto; and that he will promptly execute and deliver to CMS any and all papers, instruments or affidavits and take any other actions necessary or convenient to apply for, prosecute, obtain, maintain, issue, enforce and/or defend any patent or patents relating to any of the Patent Applications and any rights

This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding the conflicts-of-law provisions thereof.

Charles M. Strother

This instrument was acknowledged before me by Charles M. Strother on this 24 day of February, 2011.

## SCHEDULE

## PATENT