

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bruce M. Burg	05/18/2011
Ross Smetzer	05/18/2011
Andrew Bzostek	06/03/2011
Steven L. Hartmann	05/23/2011
Brad Jacobsen	05/10/2011
Matthew J. Nadeau	05/23/2011
RECEIVING PARTY DATA	
Name:	Medtronic Xomed, Inc.
Street Address:	6743 Southpoint Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32216
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13097243
Application Number:	61330024
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, P.L.C.
Address Line 1:	P.O. BOX 828
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	5074X-000002

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**PATENT
 REEL: 026423 FRAME: 0766**

NAME OF SUBMITTER:

Richard W. Warner

Total Attachments: 9

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by **Bruce M. Burg**, residing at 958 Arapahoe Circle, Louisville, Colorado 80027; **Ross Smetzer**, residing at 3333 Brooks Lane, Valley Springs, CA 95252; **Andrew Bzostek**, residing at 5757 Rim Rock Court, Boulder, Colorado 80301; **Steven L. Hartmann**, residing at 2535 Andrew Drive, Superior, Colorado 80027; **Brad Jacobsen**, residing at 2840 Prince Circle, Erie, Colorado 80516; and **Matthew J. Nadeau**, residing at 1007 Acadia Lane, Lafayette, Colorado 80026 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Navigated Malleable Surgical Instrument, set forth in a Patent application for Letters Patent of the United States, already filed on April 29, 2011 as U.S. Patent Application No. 13/097,243, and previously filed on April 30, 2010 as U.S. Provisional Application No. 61/330,024 (hereinafter collectively "Inventions"); and

WHEREAS, Medtronic Xomed, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 6743 Southpoint Drive, Jacksonville, Florida 32216 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said Inventions, U.S. Provisional Application No. 61/330,024, filed on April 30, 2010, and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Inventions, U.S. Provisional Application No. 61/330,024, filed on April 30, 2010, and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all

Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said Inventions, U.S. Provisional Application No. 61/330,024, filed on April 30, 2010, and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said Inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said Inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-

part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said Inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 27572

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Bruce M. Burg
Bruce M. Burg

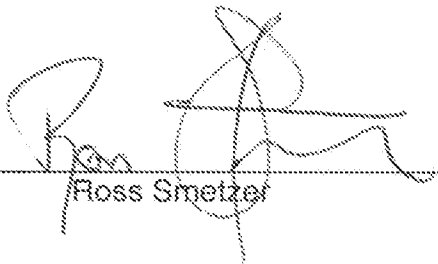
Date: 5/18/11

United States of America)
State of COLORADO) ss.:
County of BULLOCK)

On this 18th day of May, 2011, before me personally came Bruce M. Burg, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public

My Commission Expires
4/19/2014

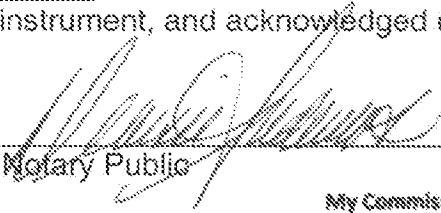


Ross Smetzer


Date: 5/18/11

United States of America)
State of CALIFORNIA) ss.:
County of BALDWIN)

On this 18th day of May, 2011, before me personally came Ross Smetzer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



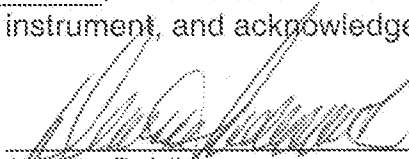
Notary Public
My Commission Expires
4/18/2014


Andrew Bzostek

Date: 6-3-11

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 3rd day of June, 2011, before me personally came Andrew Bzostek, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

My Commission Expires
4/19/2014

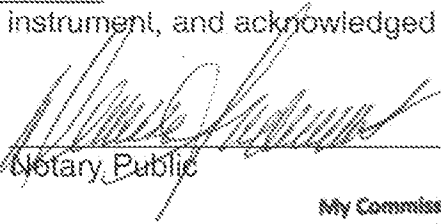


Steven L. Hartmann


Date: 5/23/2011

United States of America)
State of Colorado) ss.:
County of Boulder)

On this 23rd day of May, 2011, before me personally came Steven L. Hartmann, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public
My Commission Expires
4/19/2016

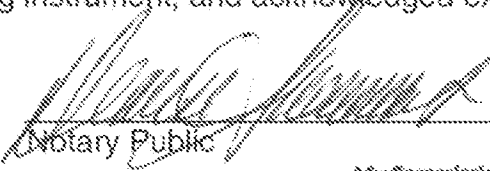


Brad Jacobsen

Date: 5/10/11

United States of America)
State of Colorado) ss.:
County of Denver)

On this 10th day of May, 2011, before me personally came Brad Jacobsen, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public
My Commission Expires
4/19/2014


Matthew J. Nadeau

Date: 5/23/2011

United States of America)
State of COLORADO) ss.:
County of Boulder)

On this 23rd day of May, 2011, before me personally came Matthew J. Nadeau, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public
My Commission Expires 6/15/2014

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