

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Peter Schurg	06/20/2011
RECEIVING PARTY DATA	
Name:	ERBE Elektromedizin GmbH
Street Address:	Waldhornlestrasse 17
City:	Tubingen
State/Country:	GERMANY
Postal Code:	72072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29391860
CORRESPONDENCE DATA	
Fax Number:	(202)420-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-420-2200
Email:	harrisp@dicksteinshapiro.com
Correspondent Name:	DICKSTEIN SHAPIRO LLP
Address Line 1:	1825 EYE STREET NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-5403
ATTORNEY DOCKET NUMBER:	E7900.2138/P2138
NAME OF SUBMITTER:	/PMH/
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PATENT  
REEL: 026540 FRAME: 0888

## **ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made by Peter Schürg (hereinafter referred to as Assignor), residing at Dachtelstrasse 11, 72116 Mössingen, GERMANY;

**WHEREAS**, Assignor has invented certain new and useful improvements in ELECTRO-SURGICAL CLAMP AND CUTTING DEVICE, set forth in a Design application for Letters Patent of the United States, already filed on May 13, 2011 as U.S. application No. 29/391,860; and

**WHEREAS**, ERBE Elektromedizin GmbH, a corporation organized under and pursuant to the laws of Germany having its principal place of business at Waldhörlestrasse 17, 72072 Tübingen, GERMANY (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions 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**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does 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 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 all rights of priority, 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 Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Design 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** Assignor hereby requests 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** Assignor hereby grants 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:

DICKSTEIN SHAPIRO LLP

All practitioners at Customer Number 24998

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee  
at the time the invention was made.

11/20/06  
Date

P. Schürg  
Peter Schürg

Witness:  
11/20/06  
Date

Eckhard Fehrenbacher  
Eckhard Fehrenbacher

Witness:  
11/20/06  
Date

Vera Karlberg  
Vera Karlberg