PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
Brandon Merkl	08/24/2011	
Rasool Khadem	09/15/2011	

RECEIVING PARTY DATA

Name:	Medtronic Navigation, Inc.	
Street Address:	826 Coal Creek Circle	
City:	Louisville	
State/Country:	COLORADO	
Postal Code:	80027	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13252683

CORRESPONDENCE DATA

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 248-641-1600

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Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C.

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ATTORNEY DOCKET NUMBER: 5074A-000119

NAME OF SUBMITTER: Richard W. Warner

Total Attachments: 5

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> PATENT REEL: 027013 FRAME: 0855

\$40.00 132526

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by Brandon Merkl, residing at 720 Graham

Circle, Erie, Colorado 80516; and Rasool Khadem, residing at 2124 Jarosa Lane,

Superior, Colorado 80027(hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in

Method and Apparatus for Assisted Trajectory Planning, set forth in a Patent application

for Letters Patent of the United States, executed on even date preparatory to filing (each

inventor should sign this Assignment on the same day as he/she signs the Declaration);

and

WHEREAS, Medtronic Navigation, Inc., a Corporation organized under and

pursuant to the laws of Minnesota having its principal place of business at 826 Coal

Creek Circle, Coal Creek Corporate Center One, Louisville, Colorado 80027 (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, 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 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

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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 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.

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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.

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Br	andon Merkl	

Date: 4/2	24/2011		
United States of Ame	erica)	
State of	COURADO) ss.:	
County of	BOULDER)	
On this 24^{T}	_ day of <u>August</u>	, 20,	//, before me
personally came	Brandon Merk		known to be the individual
	o executed the forego	ing instrument, ar	nd acknowledged execution
of the same.		1 Miller	Middle
		Motary Public	1
		/ '	My Commission Expires 4/19/2014

			Rasooi K	Chadem	
Date:	9-15-11	-			
United Stat State of County of	tes of America Coloro Boulo	do) ss.:			
On this personally described i	n and who executed	Settember, sool Khadem the foregoing instru		, before me to be the indiv owledged exec	idual
or the same	5.	Notai	ry Public)1 <u>2</u>	
		my	Commission 1	Etylines: 13	Fc5, 2013

R Khall

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