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Attorney Docket No. **148622**

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1. A. Name of conveying party(ies):  
INSIGHT PRODUCT DEVELOPMENT, L.L.C.

B. Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. A. Name and address of receiving party(ies):  
GYRUS ENT, L.L.C.  
2925 APPLING ROAD  
BARTLETT, TN 38133

B. Additional name(s) & address(es) attached?  
 Yes  No

3. A. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

B. Execution Date: September 19, 2011

4. A. Patent Application No.(s) 13/251,493

B. Patent No.(s)

Additional numbers attached?  Yes  No

C. Title of Application: APPARATUS FOR CONTROLLING POSITION OF ROTARY SURGICAL INSTRUMENT

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas J. Pardini

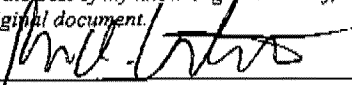
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6. Total number of applications and patents involved: 1

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*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

  
\_\_\_\_\_  
Thomas J. Pardini Registration No. 30,411  
Mario A. Costantino Registration No. 33,565

Date: November 2, 2011

**ASSIGNMENT**

To the extent that Insight Product Development, L.L.C., a company established under the laws of Illinois whose address is 4660 N. Ravenswood Avenue, Chicago, IL 60640 (hereinafter called "Assignor"), has rights in the following patent application (hereinafter called "Patent Property"), which rights, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reel and Frame(s) indicated below:

<u>Application or Patent Number and Date of Filing or Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
13/251,493	Tomas MATUSAITIS et al.	027016/0850

Assignor is obligated to assign those rights and has assigned those rights by prior agreement to GYRUS ENT, L.L.C., a company established under the laws of Delaware whose address is 2925 Appling Road, Bartlett, TN 38133 (hereinafter called "Assignee").

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, the Assignor has rights that are subject to assignment. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

Now, To All Whom It May Concern: Be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred and set over, and does hereby assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to said Patent Property (and/or patents that may be granted therefrom), and any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States (and the appropriate officer of any relevant foreign country to issue any Patent of such country), resulting from said Patent Property and any confirmations, divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Patent Property (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia 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 (or other foreign patent office) for recordation of this document.

This Assignment is effective as of the 19<sup>th</sup> day of September 2011.

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
Signature  
Officer of Assignor  
JAMES BREWER  
Typewritten Name of Officer  
SENIOR PARTNER / MEMBER  
Title of Officer