

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Preston Manwaring</td> <td>09/12/2012</td> </tr> <tr> <td>Mark Stringham</td> <td>09/12/2012</td> </tr> <tr> <td>Kent Beck</td> <td>09/12/2012</td> </tr> <tr> <td>Philip Eggers</td> <td>09/12/2012</td> </tr> </tbody> </table>		Name	Execution Date	Preston Manwaring	09/12/2012	Mark Stringham	09/12/2012	Kent Beck	09/12/2012	Philip Eggers	09/12/2012
Name	Execution Date										
Preston Manwaring	09/12/2012										
Mark Stringham	09/12/2012										
Kent Beck	09/12/2012										
Philip Eggers	09/12/2012										
RECEIVING PARTY DATA											
Name:	Domain Surgical, Inc.										
Street Address:	1370 South 2100 East										
City:	Salt Lake City										
State/Country:	UTAH										
Postal Code:	84108										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13614226</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13614226						
Property Type	Number										
Application Number:	13614226										
CORRESPONDENCE DATA											
Fax Number:											
Phone:	801-533-0320										
Email:	mail@batemanip.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Randall B. Bateman										
Address Line 1:	P.O. Box 1319										
Address Line 4:	Salt Lake City, UTAH 84110-1319										
ATTORNEY DOCKET NUMBER:	4863.DOMA.NP										
NAME OF SUBMITTER:	Randall B. Bateman										
Total Attachments: 16											

OP \$40.00 13614226

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<b>ASSIGNMENT</b>  Page <u>1</u> of <u>6</u>	<i>Attorney Docket No.</i>	4863.DOMA.NP/4863.DOMA.PC
	<i>Inventor(s)</i>	Kim Manwaring, et al
	<i>Assignee</i>	Domain Surgical, Inc.
	<i>Serial Number</i>	
	<i>Filing Date</i>	

WHEN RECORDED RETURN TO:

BATEMAN IP  
P. O. Box 1319  
Salt Lake City, Utah 84110

WHEREAS Preston Manwaring, resident of Farmington, Utah, Mark Stringham, resident of Kearns, Utah, Kent Beck, resident of Layton, Utah and Philip Eggers resident of Salt Lake City, Utah, are inventors along with Kim Manwaring, David McNally, David Wright, and Josh Middel a certain new and useful improvement in SEALING AND/OR CUTTING INSTRUMENT, the application for United States Letters Patent which is identified above; and

WHEREAS, Domain Surgical, Inc., a corporation of the State of Utah, having a business address of 1370 South 2100 East, Salt Lake City, Utah 84108, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, We, the said Preston Manwaring, Mark Stringham, Kent Beck and Philip Eggers, by these presents, do sell, assign, and transfer unto said Domain Surgical, Inc., the full and exclusive right to the said invention and in and to said applications, any right any of us may have in any prior application, including provisional applications to which priority is claimed in said application, including the right to claim priority, and any and all non-provisional applications including all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest

<b>ASSIGNMENT</b>  Page <u>2</u> of <u>6</u>	<i>Attorney Docket No.</i>	4863.DOMA.NP/4863.DOMA.PC
	<i>Inventor(s)</i>	Kim Manwaring, et al
	<i>Assignee</i>	Domain Surgical, Inc.
	<i>Serial Number</i>	
	<i>Filing Date</i>	

in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention, including any rights to claim priority.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which

<b>ASSIGNMENT</b>  Page <u>3</u> of <u>6</u>	Attorney Docket No.	4863.DOMA.NP/4863.DOMA.PC
	Inventor(s)	Kim Manwaring, et al
	Assignee	Domain Surgical, Inc.
	Serial Number	
	Filing Date	

the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Domain Surgical, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 12 day of September, 2012 at Salt Lake City, UT.  
(city) (state)

STATE OF (Utah)

Preston Manwaring  
Preston Manwaring

: ss  
County of Davis

Before me personally appeared Preston Manwaring and acknowledged the foregoing instrument to be his free act and deed this 12<sup>th</sup> day of September, 2012.

Debra Jreseder  
Notary Public

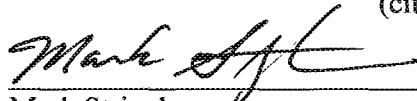
Residing at/My commission expires:  
Layton, UT 6/5/2016

# ASSIGNMENT

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Attorney Docket No.	4863.DOMA.NP/4863.DOMA.PC
Inventor(s)	Kim Manwaring, et al
Assignee	Domain Surgical, Inc.
Serial Number	
Filing Date	

Executed this 12 day of September, 2012 at Salt Lake City, UT.  
 (city) (state)


  
 Mark Stringham

STATE OF Utah)

: ss

County of Davis)

Before me personally appeared Mark Stringham and acknowledged the foregoing instrument to be his free act and deed this 12<sup>th</sup> day of September, 2012.

  
 Notary Public

Residing at/My commission expires:

Layton, UT 6/5/2016

Executed this 12 day of SEPT, 2012 at SALT LAKE, UTAH.  
 (city) (state)


  
 Kent Beck

STATE OF Utah)

: ss

County of Davis)

Before me personally appeared Kent Beck and acknowledged the foregoing instrument to be his free act and deed this 12<sup>th</sup> day of September, 2012.

  
 Notary Public

Residing at/My commission expires:

Layton, UT 6/5/2016

**ASSIGNMENT**

Page 5 of 6


Attorney Docket No.	4863.DOMA.NP/4863.DOMA.PC
Inventor(s)	Kim Manwaring, et al
Assignee	Domain Surgical, Inc.
Serial Number	
Filing Date	

Executed this 12 day of September, 2012 at SLC, UT  
(city) (state)

STATE OF Utah

: ss

County of Davis

  
Philip Eggers

Before me personally appeared Philip Eggers and acknowledged the foregoing instrument to be his free act and deed this 12 day of September, 2012.

  
Notary Public

Residing at/My commission expires:

Layton, UT 6/5/2016

# ASSIGNMENT

Page 6 of 6

<i>Attorney Docket No.</i>	4863.DOMA.NP/4863.DOMA.PC
<i>Inventor(s)</i>	Kim Manwaring, et al
<i>Assignee</i>	Domain Surgical, Inc.
<i>Serial Number</i>	
<i>Filing Date</i>	

Acknowledged and received by:

\_\_\_\_\_  
Domain Surgical, Inc.

9/12/12  
\_\_\_\_\_  
Date



\_\_\_\_\_  
~~David J. McNally~~  
~~President & CEO of Domain Surgical, Inc.~~

Philip N. Eggers  
Exec VP R&D Domain Surgical Inc.



<b>ASSIGNMENT</b>  Page <u>1</u> of <u>5</u>	<i>Attorney Docket No.</i>	5004.DOMA.PR
	<i>Inventor(s)</i>	Kim H. Manwaring et al.
	<i>Assignee</i>	Domain Surgical, Inc.
	<i>Serial Number</i>	61/534,322
	<i>Filing Date</i>	09/13/2011

WHEN RECORDED RETURN TO:

BATEMAN IP LAW GROUP  
P. O. Box 1319  
Salt Lake City, Utah 84110

WHEREAS Kim H. Manwaring, resident of Arizona; David J. McNally, resident of Utah; David Wright and Josh Middel, residents of Colorado, have invented a certain new and useful improvement in SURGICAL SEALING AND CUTTING TOOL, the United States patent application for which is identified above; and

WHEREAS, Domain Surgical, Inc., a corporation of the State of Utah, having a business address of 1370 S. 2100 E., Salt Lake City, UT 84108, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, We, the said Kim H. Manwaring, David J. McNally, David Wright, and Josh Middel, by these presents, do sell, assign, and transfer unto said Domain Surgical, Inc., the full and exclusive right to the said invention and in and to said application, any right any of us may have in any prior application, including provisional applications, to which priority is claimed in said application and any and all non-provisional applications including all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention, including any rights to claim priority.

# ASSIGNMENT

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<i>Attorney Docket No.</i>	5004.DOMA.PR
<i>Inventor(s)</i>	Kim H. Manwaring et al.
<i>Assignee</i>	Domain Surgical, Inc.
<i>Serial Number</i>	61/534,322
<i>Filing Date</i>	09/13/2011

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

<b>ASSIGNMENT</b>  Page <u>X</u> of <u>5</u>	<i>Attorney Docket No.</i>	5004.DOMA.PR
	<i>Inventor(s)</i>	Kim H. Manwaring et al.
	<i>Assignee</i>	Domain Surgical, Inc.
	<i>Serial Number</i>	61/534,322
	<i>Filing Date</i>	09/13/2011

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.


The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Domain Surgical, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 12 day of Sep, 2012 at Phoenix, AZ  
 (city) (state)

STATE OF Arizona  
 : ss  
 County of Maricopa

[Signature]  
 Kim H. Manwaring

Before me personally appeared Kim H. Manwaring and acknowledged the foregoing instrument to be his free act and deed this 12 day of September, 2012.

[Signature]  
 Notary Public  Aaron Wade Richter  
 Notary Public  
 Maricopa County, Arizona  
 My Comm. Expires March 19th, 2016

Residing at/My commission expires:

Walt Fargo Desert Foothills 03/19/2016

<b>ASSIGNMENT</b>  Page <u>4</u> of <u>5</u>	Attorney Docket No.	5004.DOMA.PR
	Inventor(s)	Kim H. Manwaring et al.
	Assignee	Domain Surgical, Inc.
	Serial Number	61/534,322
	Filing Date	09/13/2011

Executed this 6<sup>th</sup> day of July, 2012 at Salt Lake City, UT.  
(city) (state)

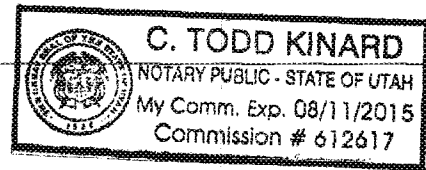
STATE OF UT)  
: ss  
County of Salt Lake

David J. McNally  
David J. McNally

Before me personally appeared David J. McNally and acknowledged the foregoing instrument to be his free act and deed this 6<sup>th</sup> day of July, 2012.

[Signature]  
Notary Public

Residing at/My commission expires:



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_\_, \_\_\_\_\_.  
(city) (state)

STATE OF \_\_\_\_\_) \_\_\_\_\_  
: ss David Wright  
County of \_\_\_\_\_)

Before me personally appeared David Wright and acknowledged the foregoing instrument to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Residing at/My commission expires:

\_\_\_\_\_  
Notary Public



# ASSIGNMENT

Page 5 of 5

Attorney Docket No.	5004.DOMA.PR
Inventor(s)	Kim H. Manwaring et al.
Assignee	Domain Surgical, Inc.
Serial Number	61/534,322
Filing Date	09/13/2011

Executed this 12<sup>th</sup> day of September, 2012 at Boulder, CO  
(city) (state)

STATE OF Colorado

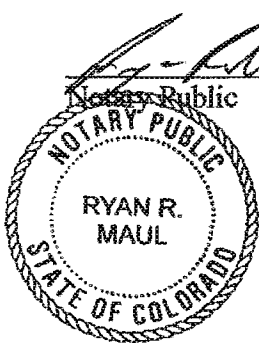
Josh Middel  
Josh Middel

County of Boulder : ss

Before me personally appeared Josh Middel and acknowledged the foregoing instrument to be his free act and deed this 12<sup>th</sup> day of September, 2012.

Residing at/My commission expires:

October 27, 2015



My Commission Expires 10/27/2015

Acknowledged and received by:

Philip N. Eggers

Domain Surgical, Inc.

9/12/12

Date

~~David J. McNally~~  
~~CEO of Domain Surgical, Inc.~~

Philip N. Eggers  
Exec VP R&D  
Domain Surgical

# ASSIGNMENT

Page 1 of 4

<i>Attorney Docket No.</i>	4863.DOMA.PR
<i>Inventor(s)</i>	Kim H. Manwaring et al.
<i>Assignee</i>	Domain Surgical, Inc.
<i>Serial Number</i>	61/534,047
<i>Filing Date</i>	09/13/2011

WHEN RECORDED RETURN TO:

BATEMAN IP LAW GROUP  
P. O. Box 1319  
Salt Lake City, Utah 84110

WHEREAS Kim H. Manwaring, resident of Arizona, and David J. McNally, resident of Utah, have invented a certain new and useful improvement in TISSUE CUTTING AND SEALING TOOL, the United States patent application for which is identified above; and

WHEREAS, Domain Surgical, Inc., a corporation of the State of Utah, having a business address of 1370 S. 2100 E., Salt Lake City, UT 84108, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, We, the said Kim H. Manwaring and David J. McNally, by these presents, do sell, assign, and transfer unto said Domain Surgical, Inc., the full and exclusive right to the said invention and in and to said application, any right any of us may have in any prior application, including provisional applications, to which priority is claimed in said application and any and all non-provisional applications including all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention, including any rights to claim priority.

# ASSIGNMENT

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<i>Attorney Docket No.</i>	4863.DOMA.PR
<i>Inventor(s)</i>	Kim H. Manwaring et al.
<i>Assignee</i>	Domain Surgical, Inc.
<i>Serial Number</i>	61/534,047
<i>Filing Date</i>	09/13/2011

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.



<b>ASSIGNMENT</b>  Page <u>X</u> of <u>4</u>	<i>Attorney Docket No.</i>	4863.DOMA.PR
	<i>Inventor(s)</i>	Kim H. Manwaring et al.
	<i>Assignee</i>	Domain Surgical, Inc.
	<i>Serial Number</i>	61/534,047
	<i>Filing Date</i>	09/13/2011

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Domain Surgical, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 12 day of Sep, 2012 at Phoenix AZ  
(city) (state)

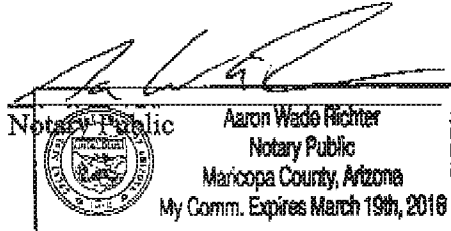
STATE OF Arizona )

: ss

County of Maricopa )

Kim H. Manwaring

Before me personally appeared Kim H. Manwaring and acknowledged the foregoing instrument to be his free act and deed this 12 day of September, 2012.



Residing at/My commission expires:

Wells Fargo Desert Foothills 3/19/2016

<b>ASSIGNMENT</b>  Page <u>4</u> of <u>4</u>	Attorney Docket No.	4863.DOMA.PR
	Inventor(s)	Kim H. Manwaring et al.
	Assignee	Domain Surgical, Inc.
	Serial Number	61/534,047
	Filing Date	09/13/2011

Executed this 6<sup>th</sup> day of July, 2012 at Salt Lake City, UT.  
(city) (state)

STATE OF UT)

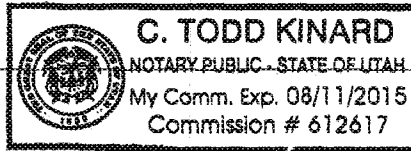
David J. McNally  
David J. McNally

: ss  
County of Salt Lake

Before me personally appeared David J. McNally and acknowledged the foregoing instrument to be his free act and deed this 6<sup>th</sup> day of July, 2012.

[Signature]  
Notary Public

Residing at/My commission expires:



Acknowledged and received by:

[Signature]  
Domain Surgical, Inc.

9-13-12  
Date

David J. McNally  
CEO of Domain Surgical, Inc.