

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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>Seth Burgett</td> <td>04/12/2012</td> </tr> <tr> <td>Richard J. Daniels</td> <td>05/04/2012</td> </tr> <tr> <td>David Fishbaine</td> <td>05/02/2012</td> </tr> <tr> <td>Bharat Rajaram</td> <td>07/03/2012</td> </tr> <tr> <td>Michael D. Wette</td> <td>04/12/2012</td> </tr> <tr> <td>Rongya An</td> <td>04/19/2012</td> </tr> </tbody> </table>		Name	Execution Date	Seth Burgett	04/12/2012	Richard J. Daniels	05/04/2012	David Fishbaine	05/02/2012	Bharat Rajaram	07/03/2012	Michael D. Wette	04/12/2012	Rongya An	04/19/2012
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Verto Medical Solutions, LLC</td> </tr> <tr> <td>Street Address:</td> <td>4041 Forest Park Avenue</td> </tr> <tr> <td>City:</td> <td>St. Louis</td> </tr> <tr> <td>State/Country:</td> <td>MISSOURI</td> </tr> <tr> <td>Postal Code:</td> <td>63108</td> </tr> </table>		Name:	Verto Medical Solutions, LLC	Street Address:	4041 Forest Park Avenue	City:	St. Louis	State/Country:	MISSOURI	Postal Code:	63108				
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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>13399058</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13399058										
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CORRESPONDENCE DATA															
Fax Number:	3147267501														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	(314) 726-7500														
Email:	bwheelock@hdp.com														
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.														
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Address Line 2:	Suite 400														
Address Line 4:	St. Louis, MISSOURI 63105														
ATTORNEY DOCKET NUMBER:	16141-000009/US/COB														

CH \$40.00 13399058

NAME OF SUBMITTER:

Bryan K. Wheelock

Total Attachments: 6

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## ASSIGNMENT

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

### EAR SIZING SYSTEM AND METHOD

for which Assignor is about to make or has made United States or International application for patent

- (a)  executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration);
- (b)  executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or
- (c)  filed on 02/17/2012, and assigned Serial No. 13/399,058 or PCT International Application No. \_\_\_\_\_; and

WHEREAS, Verto Medical Solutions, LLC, having a place of business at 4041 Forest Park Avenue, St. Louis, Missouri 63108, hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

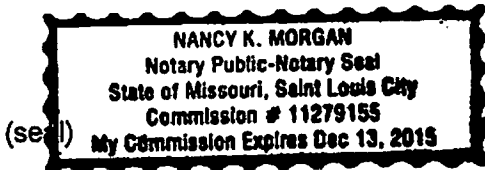
The undersigned hereby grant(s) the law firm of Harness, Dickey & Pierce, P.L.C. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

ASSIGNMENT

Seth Burgett  
Seth Burgett

State of Missouri )  
City St. Louis ) ss.  
County of St. Louis )

On this 12th day of April, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Notary Public, Nancy K. Morgan  
City St. Louis  
Acting in the County Of St. Louis

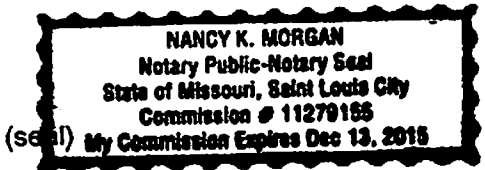
State Of Missouri

My Commission Expires 12/13/2015

Richard J. Daniels  
Richard J. Daniels

State of Missouri )  
City St. Louis ) ss.  
County of St. Louis )

On this 4th day of May, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Notary Public, Nancy K. Morgan  
City St. Louis  
Acting in the County Of St. Louis

State Of Missouri

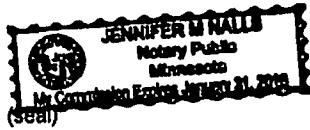
My Commission Expires 12/13/2015

ASSIGNMENT

David Fishbaine  
David Fishbaine

State of Minnesota )  
County of Hennepin ) ss.

On this 2nd day of May, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Notary Public, Jennifer M. Hall  
Acting in the County of Hennepin

State Of Minnesota

My Commission Expires 1-31-2016

\_\_\_\_\_  
Bharat Rajaram

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

(seal)

Notary Public,  
Acting in the County Of  
State Of  
My Commission Expires

**ASSIGNMENT**

\_\_\_\_\_  
David Fishbaine

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public,

Acting in the County Of

State Of

My Commission Expires

(seal)

  
\_\_\_\_\_  
Bharat Rajaram

State of GEORGIA )  
County of MUSCOGEE ) ss.

On this THIRD day of JULY, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, 


Acting in the County Of Muscogee

State Of Georgia

My Commission Expires  
My Commission Expires  
September 19, 2014

(seal)

ASSIGNMENT

  
\_\_\_\_\_  
Michael D. Welle

State of Missouri )  
City ) ss.  
~~County of~~ St. Louis )

On this 12th day of April, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.



Notary Public, Nancy K. Morgan  
Acting in the City County Of St. Louis  
State Of Missouri

My Commission Expires 12/13/2015

\_\_\_\_\_  
Tonya An

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public,

Acting In the County Of

State Of

My Commission Expires

(seal)

ASSIGNMENT

Michael D. Wetle

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

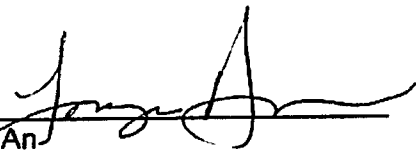
Notary Public,

Acting in the County Of

(seal)

State Of

My Commission Expires

  
Tonya Anderson

State of Missouri )  
City                      ) ss.  
County of Saint Louis )

On this 19th day of April, 2012, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Nancy R. Morgan

Acting in the City County Of Saint Louis

State Of Missouri

My Commission Expires 12/13/2015



(seal)