

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMDS Corporation	01/15/2013
RECEIVING PARTY DATA	
Name:	Cleveland Clinic Foundation
Street Address:	9500 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44195
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13708799
CORRESPONDENCE DATA	
Fax Number:	4357537698
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	435-753-7675
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Correspondent Name:	IMDS Corporation
Address Line 1:	124 South 600 West
Address Line 4:	Logan, UTAH 84321
ATTORNEY DOCKET NUMBER:	CCF-3 CIP 1
NAME OF SUBMITTER:	Kathleen Hansen
Total Attachments: 3 source=CCF-3 CIP1 Assignment IMDS to CCF#page1.tif source=CCF-3 CIP1 Assignment IMDS to CCF#page2.tif source=CCF-3 CIP1 Assignment IMDS to CCF#page3.tif	

OP \$40.00 13708799

## ASSIGNMENT

IMDS Corporation, formerly MedicineLodge, Inc. dba IMDS, and its affiliated companies, having a principal place of business at 124 South 600 West Logan, Utah 84321 (the "Assignor"), holds rights, title, and interest in the inventions listed in the following table:

Attorney Docket No.	Patent Application No.	Title	Country/Filing date
CCF-3 CIP1	13/708,799	SHOULDER ARTHROPLASTY	U.S. 12/07/2012

The Cleveland Clinic Foundation having a principal place of business at 9500 Euclid Avenue, Cleveland, OH 44195 (the "Assignee"), desires to secure its rights, title and interest in said inventions in accordance with the ownership provisions set forth between The Cleveland Clinic Foundation and MedicineLodge, Inc. dba IMDS in that certain Joint Development Agreement effective June 1, 2011, and that certain Statement of Work #1 effective June 1, 2011, and any amendments pertaining thereto (the "Agreements").

In consideration of value paid or granted to Assignor by the Assignee pursuant to the Agreements with the Assignee, the receipt and sufficiency of which are hereby acknowledged,

EFFECTIVE DECEMBER 7, 2012, ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE:

the apportioned right, title and interest as set forth in the Agreements in said inventions and in the above-identified United States patent applications and in all provisionals, non-provisional, divisions, continuations and continuations-in-part of said application, or reissues or extensions of letters patent or patents granted thereon, in all corresponding applications filed under the Patent Cooperation Treaty ("PCT"), and in all corresponding applications filed in any countries, territories, or jurisdictions worldwide, and in all patents issuing thereon in the United States and in any countries, territories, and jurisdictions worldwide; and

the right to file PCT or foreign patent applications on said inventions in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in all countries, territories, and jurisdictions worldwide as are duly authorized by their patent laws to issue patents, to issue any and all patents on said inventions to the Assignee and Assignor, together, as the owners of all rights, title, and interests in and to said inventions, for the sole use and benefit of Assignee and Assignor, their successors, assigns and legal representatives.

Assignor hereby authorizes and requests such Patent Office officials affiliated with the International Bureau of WIPO and duly authorized under the PCT to prosecute any PCT

application on said inventions for the benefit of the Assignee and Assignor as the owners of all rights, title, and interests in and to said inventions, for the sole use and benefit of Assignee and Assignor, their successors, assigns and legal representatives.

This assignment and agreement shall be binding upon Assignor, its affiliates and legal representatives.

*[Handwritten Signature]*

Bryan McMillan  
President, Co-Innovation

Date: 1/15/2013

United States of America )  
State of Utah ) ss.:  
County of Cache )

On this 15<sup>th</sup> day of January, 2013, before me personally came Bryan McMillan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Kathleen Hansen*  
Notary Public

