

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3078154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RAYMOND PENZIMER	03/17/2014
JAMES GANNOE	03/19/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EXTREMITY MEDICAL LLC
<b>Street Address:</b>	300 INTERPACE PARKWAY, SUITE 410
<b>City:</b>	PARSIPPANY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14521913
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	908-277-3333
<b>Email:</b>	hmosolygo@wardzinna.com
<b>Correspondent Name:</b>	WARD & ZINNA, LLC
<b>Address Line 1:</b>	SUITE 300
<b>Address Line 2:</b>	382 SPRINGFIELD AVENUE
<b>Address Line 4:</b>	SUMMIT, NEW JERSEY 07901
<b>ATTORNEY DOCKET NUMBER:</b>	277-111B
<b>NAME OF SUBMITTER:</b>	HANNA BONDARIK MOSOLYGO
<b>SIGNATURE:</b>	/Hanna Bondarik Mosolygo/
<b>DATE SIGNED:</b>	10/23/2014
<b>Total Attachments: 10</b>	
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source=Assignment for 277-111P Jamy Gannoe Executed#page5.tif

JOINT

ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 17 day of March, 2014 ("Effective Date"), by and between **Ray Penzimer**, a resident of the United States with an address at 14 Sand Hill Road, Morristown, New Jersey 07960, **James Gannoe**, a resident of the United States with an address at 85 Green Terrace Way, West Milford, New Jersey 07480, ("ASSIGNORS"), and **Extremity Medical LLC**, a New Jersey company with an address at 300 Interpace Parkway, Suite 410, Parsippany, New Jersey 07054 ("ASSIGNEE").

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent applications identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Patent Laws of

the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; including the right to pursue damages, injunctive relief, and other remedies for past, current and future infringement;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent applications set forth in Schedule A is free and clear of any liens and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this

Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, docket, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, I hereunto set my hand the day and year set opposite my signature.

Date 3/17/2014 Signature Ray Penzimer  
Camille A DeLuca  
Notary Public  
New Jersey  
My Commission Expires 7-26-16

STATE OF )  
                  ) ss:  
COUNTY OF )

On this 17 day of March, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ray Penzimer, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Camille A DeLuca  
Notary Public

Date \_\_\_\_\_

Signature \_\_\_\_\_

**James Gannoe**

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

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

Schedule A

UNITED STATES PATENT APPLICATION

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
277-111P	61894564	10/23/2013	DEVICES AND METHODS FOR BONE FIXATION USING AN INTRAMEDULLARY FIXATION IMPLANT

**JOINT**

**ASSIGNMENT**

This ASSIGNMENT is made and entered into as of this 19 day of March, 2014 (“Effective Date”), by and between **Ray Penzimer**, a resident of the United States with an address at 14 Sand Hill Road, Morristown, New Jersey 07960, **James Gannoe**, a resident of the United States with an address at 85 Green Terrace Way, West Milford, New Jersey 07480, (“ASSIGNORS”), and **Extremity Medical LLC**, a New Jersey company with an address at 300 Interpace Parkway, Suite 410, Parsippany, New Jersey 07054 (“ASSIGNEE”).

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent applications identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Patent Laws of



the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; including the right to pursue damages, injunctive relief, and other remedies for past, current and future infringement;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent applications set forth in Schedule A is free and clear of any liens and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this

Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, docketts, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, I hereunto set my hand the day and year set opposite my signature.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Ray Penzimer**

STATE OF )  
                  ) ss:  
COUNTY OF )

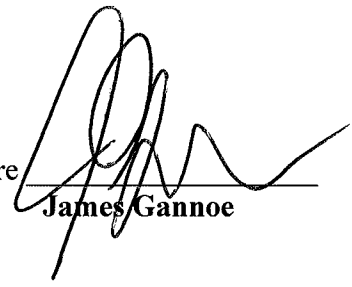
On this \_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

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

Date

3/19/14

Signature



James Gannoe

STATE OF )

) ss:

COUNTY OF )

**Camille A DeLuca**  
**Notary Public**  
**New Jersey**

My Commission Expires 7-26-16

On this 19<sup>th</sup> day of March, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared James Gannoe, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
Notary Public

**Schedule A**

UNITED STATES PATENT APPLICATION

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
277-111P	61894564	10/23/2013	DEVICES AND METHODS FOR BONE FIXATION USING AN INTRAMEDULLARY FIXATION IMPLANT