### 503142967 01/20/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3189579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WARD ENGINEERING, INC.	09/25/2009

#### **RECEIVING PARTY DATA**

Name:	MINIMALLY INVASIVE DEVICES, INC.	
Street Address:	1275 KINNEAR ROAD	
City:	COLUMBUS	
State/Country:	OHIO	
Postal Code:	43212	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14490501

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)212-7562

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.

**Phone:** 650-212-1700

Email: info@shayglenn.com
Correspondent Name: SHAY GLENN LLP

**Address Line 1:** 2755 CAMPUS DRIVE, SUITE 210 **Address Line 4:** SAN MATEO, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:	12740-701.300	
NAME OF SUBMITTER:	JENNIFER CAPIZZI	
SIGNATURE:	/Kathleen R. Kelleher, Reg. No. 62,230/	
DATE SIGNED:	01/20/2015	

#### **Total Attachments: 7**

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PATENT REEL: 034760 FRAME: 0695

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PATENT REEL: 034760 FRAME: 0696

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

PATENTS ONLY	
TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT A ORIGINAL DOCUMENTS OR COPY THEREOF.	AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED
Name of conveying party(ies):	Name and address of receiving party(ies):
(1) WARD ENGINEERING, INC.  Additional name(s) of conveying party(ies) attached?  Yes No	Name: MINIMALLY INVASIVE DEVICES, INC. 1275 Kinnear Road Columbus, OH 43212
3. Nature of Conveyance:	Name and address of receiving party(ies):
Assignment Merger	Name:
Security Agreement Change of Name	Street Address:
Other	City: State: Zip:
EXECUTION DATE(S): (1) 09/25/2009	Country: Additional name(s) & address(es) attached?  ☐ Yes
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application, th	ne execution date of the application is:
A. Patent Application No.(s) – <b>14/490,501</b>	B. Patent No.(s)
Title: SYSTEMS AND METHODS FOR OPTIMIZING AND MAINTAINING VISUALIZATION OF A SURGICAL FIELD DURING THE USE OF SURGICAL SCOPES	
Additional num	nbers attached? Yes No
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved:
Kathleen R. Kelleher Shay Glenn LLP 2755 Campus Drive, Suite 210	
San Mateo, CA 94403	7. Total fee (37 CFR 1.21(h)(1)): \$0.00
	None required. Please charge fees to Deposit Account No. 50-4050.
DO NOT USE THIS SPACE	
8. Statement and signature.	
	tion is true and correct and any attached copy is a true copy of the
To the best of my knowledge and belief, the foregoing informat	tion is true and correct and any attached copy is a true copy of the

**PATENT** REEL: 034760 FRAME: 0697

# COMPANY TO COMPANY ASSIGNMENT OF PATENT APPLICATION

Docket Number:

12740 et al.

This Assignment of Patent Application is between: Ward Engineering, Inc., a corporation of the State of Ohio, having a place of business at 777 West Swan Street, Columbus, OH, 43212 (hereinafter termed "Assignor") and Minimally Invasive Devices, Inc., a corporation of the State of Ohio, having a place of business at 1275 Kinnear Road, Columbus, OH, 43212, (hereinafter termed "Assignee").

WHEREAS, Assignor assigns the entire right, title and interest of each inventor in and to the patent applications as listed on the attached Schedule A.

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention. (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed an each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

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COMPANY TO	COMPANY
ASSIGNMENT OF PATI	ENT APPLICATION

Docket Number:

12740 et al.

4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee, with an effective date as of September 25, 2009:

ASSIGNOR:	ASSIGNEE:
Ward Engineering, Int	Minimally Invasive Devices, Inc.
Signature:	Signature:
Name: Thomas J. Ward	Name: Wayne L. Poll
Title: President	Title: Founder and CEO
Dated: 2/26/2014	Dated:

COMPANY TO COMPANY
ASSIGNMENT OF PATENT APPLICATION

Docket Number:

12740 et al.

#### SCHEDULE A

1. U.S. Patent Application No.: 11/765,340

Filing Date: June 19, 2007

Title: DEVICE FOR MAINTAINING VISUALIZATION WITH SURGICAL SCOPES

Publication No.: US-2008-0319266-A1

Attorney No.: 12740-700.200

2. U.S. Patent Application No.: 12/653,148

Filing Date: December 9, 2009

Title: SYSTEMS AND METHODS FOR OPTIMIZING AND MAINTAINING

VISUALIZATION OF A SURGICAL FIELD DURING THE USE OF SURGICAL SCOPES

Publication No.: US-2010-0198014-A1

Attorney No.: 12740-701.200

3. U.S. Patent Application No.: 12/635,632

Filing Date: December 10, 2009

Title: VIEW OPTIMIZER AND STABILIZER FOR USE WITH SURGICAL SCOPES

Publication No.: US-2010-0168520-A1

Attorney No.: 12740-701.201

4. U.S. Provisional Patent Application No.: 61/335,712

Filing Date: January 11, 2010

Title: SYSTEMS AND METHODS FOR OPTIMIZING AND MAINTAINING

VISUALIZATION OF A SURGICAL FIELD DURING THE USE OF SURGICAL SCOPES

Attorney No.: 12740-702,100

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WHEREAS, Assignor assigns the entire right, title and interest of each inventor in and to the patent applications as listed on the attached Schedule A.

WHEREAS, Assignce, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention: (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed an each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

COMPANY TO COMPANY ASSIGNMENT OF PATENT APPLICATION	Docket Number: 12740 et al.	
Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.  IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said.		
Assignee, with an effective date as of September 25		
ASSIGNOR:	ASSIGNEE:	
Ward Engineering, Inc.	Minimally Invasive Devices, Inc.	
Signature:	Signature:	
Name; Thomas J. Ward	Name: Wayne L. Poll	
Title: President	Title: Founder and CEO	
Dated:	Dated:	

COMPANY TO COMPANY ASSIGNMENT OF PATENT APPLICATION

Docket Number:

12740 et al.

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