

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3596668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ERIC M. DACUS	10/30/2015
DERMOTT J. MCHUGH	10/30/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TOTAL JOINT ORTHOPEDICS, INC.
<b>Street Address:</b>	1567 E. STRATFORD AVENUE
<b>City:</b>	SALT LAKE CITY
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84106
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29541172
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(818)574-6026
<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>	818-584-6460
<b>Email:</b>	scott@lawlb.com
<b>Correspondent Name:</b>	SCOTT M. LOWRY
<b>Address Line 1:</b>	23632 CALABASAS RD., STE. 201
<b>Address Line 4:</b>	CALABASAS, CALIFORNIA 91302
<b>ATTORNEY DOCKET NUMBER:</b>	TJO-54921
<b>NAME OF SUBMITTER:</b>	SCOTT M. LOWRY
<b>SIGNATURE:</b>	/Scott M. Lowry/
<b>DATE SIGNED:</b>	11/02/2015
<b>Total Attachments: 4</b>	
source=54921_Assignment#page1.tif	
source=54921_Assignment#page2.tif	
source=54921_Assignment#page3.tif	
source=54921_Assignment#page4.tif	

## **ASSIGNMENT**

This Assignment is made by **Eric M. Dacus**, of Salt Lake City, Utah, and **Dermott J. McHugh**, of Salt Lake City, Utah, **Assignors**, to **Total Joint Orthopedics, Inc.**, a Utah corporation of 1567 E. Stratford Avenue, Salt Lake City, Utah, 84106, **Assignee**.

WHEREAS, Assignors have invented a new original and ornamental design for a **FEMUR STEM WITH MEDIALY RECESSED POROUS COATING**, for which an application for United States Design Patent was filed on September 30, 2015 and assigned U.S. Serial No. 29/541,172; and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the design disclosed and claimed in said application for Design Patent; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said design, said application and any Design Patent that may be granted for said design in the United States and throughout the world;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to Assignee, the entire right, title, and interest in and to said design, said application and any Design Patent that may be granted for said design in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise. Assignors further transfer and assign

to Assignee all causes of action, rights, and remedies arising under any patent or application for said design prior to or after the effective date of this Agreement.


Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Design Patent in the United States and throughout the world for said design, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said design, said application, and any Design Patent granted for said design in the United States and throughout the world.

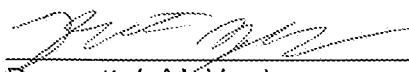
Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Design Patent granted for said design, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said design.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates written below.

ASSIGNORS:

  
Eric M. Dacus  
10/30/2015  
Date

  
Dermott J. McHugh  
10/30/2015  
Date

**ACKNOWLEDGMENT**

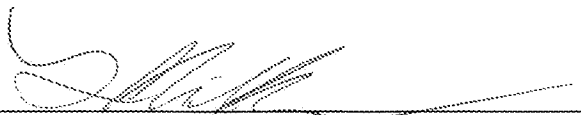
State of Utah )

County of Salt Lake )

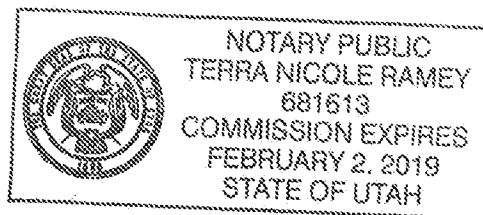
On 10/30/2015, before me, Terra Nicole Ramey, notary public, personally appeared **Eric M. Dacus**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

(Notary Public Seal)



**ACKNOWLEDGMENT**

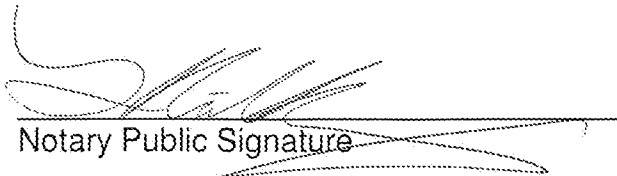
State of Utah                    )

County of Salt Lake        )

On 10/30/2015 before me, Terra Nicole Ramey, notary public,  
personally appeared **Dermott J. McHugh**, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)

