# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3919489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

# **CONVEYING PARTY DATA**

Name	Execution Date
STRATUMED, LLC	12/03/2015

# **RECEIVING PARTY DATA**

Name:	EMPIRE TECHNOLOGY DEVELOPMENT LLC
Street Address:	2711 CENTERVILLE ROAD
Internal Address:	SUITE 400
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808

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

Property Type	Number		
Application Number:	14727576		

# **CORRESPONDENCE DATA**

**Fax Number:** (608)258-4258

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:** (608)257-5035

**Email:** ipdocketing@foley.com, alevi@foley.com, sfelde@foley.com

Correspondent Name: NICHOLAS M. LAGERWALL
Address Line 1: 3000 K STREET, N.W. SUITE 600

Address Line 2: FOLEY & LARDNER LLP

Address Line 4: WASHINGTON, D.C. 20007-5109

ATTORNEY DOCKET NUMBER:	091619-1019
NAME OF SUBMITTER:	NICHOLAS M. LAGERWALL
SIGNATURE:	/Nicholas M. Lagerwall/
DATE SIGNED:	06/15/2016

## **Total Attachments: 3**

source=CA-882629\_AssignmentB\_StratuMed(StratuMed to Empire)#page1.tif source=CA-882629\_AssignmentB\_StratuMed(StratuMed to Empire)#page2.tif source=CA-882629\_AssignmentB\_StratuMed(StratuMed to Empire)#page3.tif

PATENT 503872839 REEL: 038920 FRAME: 0631

## **ASSIGNMENT OF PATENT RIGHTS**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

StratuMed, LLC, having a principal place of business at 12810 NE 32nd Place, Bellevue, WA 98005 United States ("Assignor"), effective as of December 27, 2013, hereby sells, assigns, transfers, and conveys unto Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (8) below:

- 1. the inventions disclosed in the solution report/invention disclosure titled "Shape conforming implantable bone fixation device" and all inventions claimed and/or described in the Application (collectively, the "Invention");
- 2. the patent applications listed in the table below (the "Application");

Patent Application No.	Country	Filing Date	Title
61/949,177	US	06-MAR-2014	SHAPE ADAPTABLE INTRAMEDULLARY FIXATION DEVICE
PCT/US2015/018969	PCT	05-MAR-2015	SHAPE ADAPTABLE INTRAMEDULLARY FIXATION DEVICE
14/727,576	US	05-MAR-2015	SHAPE ADAPTABLE INTRAMEDULLARY FIXATION DEVICE

- 3. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
- 4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;
- 5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 6. all rights to claim priority rights deriving from the Application;
- 7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby authorizes and requests Assignee's authorized representative to insert on this Assignment any and all information necessary in the table in Section 2 above, including the filing dates, Patent Application Numbers, and titles when known.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

[Signature Page(s) to Follow]

	(0/11	<b>/ /</b> /		
Ву:	Xuli	L-		
Print name:	Steven Charles DIM	IMER	. <del>-</del>	
Organization:	StratuMed, LLC			
		NOTARIZATION		
state of $\omega$	vashington)			
COUNTY OF	king )ss.			
(or proved to me the within instructions and the	or said State, personally e on the basis of satisfa ument and acknowledge	appeared Steven Charles actory evidence) to be the ped to me that he/she execute the instrument the person	EUa Younes North DIMMER, personally known to person whose name is subscribe cuted the same in his/her authorn, or the entity upon behalf of vorthe entity upon be	ed to rized
	PENALTY OF PERJing paragraph is true a	JURY under the laws of and correct.	f the State of <u>WA</u>	
WITNESS my h	and and official seal.		WAY A	11.