

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4005869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR. JOHN WHITCOMB	08/10/2016
RECEIVING PARTY DATA	
Name:	DR. BRENT ANDREW PONCE
Street Address:	1111 GRACE STREET
City:	HOMWOOD
State/Country:	ALABAMA
Postal Code:	35209
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61751485
PCT Number:	US1411113
Application Number:	14796251
CORRESPONDENCE DATA	
Fax Number:	(205)682-0271
<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>	
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NAME OF SUBMITTER:	RUSSELL C. GACHE
SIGNATURE:	/rgache/
DATE SIGNED:	08/13/2016
Total Attachments: 3	
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ASSIGNMENT OF INVENTION ASSETS

WHEREAS, Dr. Brent Ponce, an individual, having a residence at, 1111 Grace Street Homewood, AL 35209 (“Ponce”), and John Whitcomb, and individual, having a residence at 7401 Kings Mountain Court Birmingham, AL 35242 (“Whitcomb”) have entered into an Intellectual Property Purchase Agreement (“the Agreement”) in which certain intellectual property assets as set forth in that Agreement have been transferred to Ponce;

WHEREAS, that Agreement specifies the inventions listed below (“the Invention Assets”), which are more fully defined in their respective patent applications, and forms a part of the assets being transferred in the Agreement:

Invention Assets

Item No.	Invention Title	Corresponding Patent Application Nos.	Filing or §371 Date
1.	Calcar Osteosynthesis For Proximal Humerus Fractures	U.S. Prov. Ser. No. 61/751,485	11 January 2013
2.	Apparatus for the Fixation of Proximal Humerus Fractures	PCT/US2014/011113	10 January 2014
3.	Apparatus for the Fixation of Proximal Humerus Fractures	U.S. Ser. No. 14/760,316	10 July 2015
4.	Fixation Device For Proximal Humerus Fractures	U.S. Ser. No. 14/796,251	10 July 2015

WHEREAS, Whitcomb hereby warrants and confirms that he has the full right to convey all right, title and interest, as herein expressed, to the Invention Assets, including without limitation all inventions described in the above specified patent applications (the “Patent Applications”); and

WHEREAS, Ponce and Whitcomb are desirous of entering into this Assignment as part of said Agreement to confirm transfer of said Invention Assets including all associated patent applications; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration not herein recited, the receipt and sufficiency of which are hereby acknowledged, Whitcomb hereby sells, assigns, and transfers unto said Ponce, its successors, assigns, and legal representatives, the entire right title and interest in and to

the Invention Assets, including, without limitation, all interests in the above specified Patent Applications, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for inventions in said Patent Assets, including the aforementioned applications, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to Whitcomb with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto Ponce, and including any copyrights in both published and unpublished works of the Invention Assets, moral rights, trade secret rights, know-how, confidential business information and other proprietary rights, including the right to sue for past, present, and future damages;

Whitcomb hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Ponce or its nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

Whitcomb hereby authorizes and requests the Commissioner of Patents and Trademarks, or a corresponding foreign authority, to record the assignment of the above recited patents or applications to Ponce, for its interest as Ponce, for the sole use and behoof of Ponce, its successors, assigns, and legal representatives; and

Whitcomb hereby agrees to transfer a like interest upon request of said Ponce, its successors, assigns, and legal representatives, and without further remuneration, in any patents obtained through a re-issue proceeding, an application for re-examination, or a patent interference proceeding growing out of or related to any patents from said Patent Assets; and to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any re-issue or re-issues of any Letters Patent which may be granted for any aforesaid applications or any other inventions in the Invention Assets, as the Ponce or its designee(s) may from time to time require and prepare at its own expense.

[Signature Page Follows]

This Assignment has been executed by the undersigned as of the date indicated.

John Whitcomb (an individual)



Date: 8-10-16

State of Alabama)

County of Jefferson)

On this 10th day of August, 2016, before me a notary public, the undersigned officer, personally appeared John Whitcomb, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



