504094394 11/14/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4141063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MR. DANIEL F. CHENEY	09/15/2014
MR. DAVID J. PANCRATZ	09/15/2014

RECEIVING PARTY DATA

Name:	BIOMEDICAL ENTERPRISES, INC.	
Street Address:	14785 OMICRON DRIVE	
Internal Address:	SUITE 205	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78245	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15350429

CORRESPONDENCE DATA

Fax Number: (210)472-3311

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: 210-472-3535 Email: cmakay@att.net

Correspondent Name: LAW OFFICES OF CHRISTOPHER L. MAKAY

Address Line 1: 115 EAST TRAVIS STREET Address Line 2: 1634 MILAM BUILDING

Address Line 4: SAN ANTONIO, TEXAS 78205-1763

ATTORNEY DOCKET NUMBER:	B-0140.35(DIV_1)	
NAME OF SUBMITTER:	CHRISTOPHER L. MAKAY	
SIGNATURE:	/Christopher L. Makay/	
DATE SIGNED:	11/14/2016	

Total Attachments: 2

source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif

PATENT 504094394 REEL: 040689 FRAME: 0228

ASSIGNMENT

WHEREAS, WE, Daniel F. Cheney and David J. Pancratz, citizens of the United States, residing at 1703 N. Loop 1604 West #2301, San Antonio, Texas 78258 and 8606 Magdalena Run, Helotes, Texas 78023, respectively, (hereinafter referred to as "Assignors") have invented certain new and useful improvements in a METHOD AND APPPARATUS FOR AN INTRAMEDULLARY IMPLANT AND METHOD OF IMPLANTATION THEREFOR, for which we have executed an application for Letters Patent of the United States, of even date herewith, and for which we have executed a provisional application for Letters Patent of the United States, which was filed November 18, 2013, and assigned Provisional Application No. 61/962,914, and further for which we have executed a provisional application for Letters Patent of the United States, which was filed June 16, 2014, and assigned Provisional Application No. 61/998,037; and

WHEREAS, BioMedical Enterprises, Inc., a corporation organized and existing under the laws of the State of Texas, whose business address is Texas Research Park, 14785 Omicron Drive, Suite 205, San Antonio, Texas 78245 (hereinafter referred to as "Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said improvement and the said applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, 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 assigns, the entire right, title and interest in, to and under the said improvements, and the said applications and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignors further assign to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

WE HEREBY coverant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

WE HEREBY further covenant and agree that we will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

Professional Programme Control of the Control of th
IN TESTIMONY WHEREOF, I hereunto set my hand this 1544 day
of September 2014. Daniel F. Cheney
STATE OF TEXAS \$ COUNTY OF BEXAR \$
On this 15th day of Sextember 2014, before me, a Notary Public, personally appeared Daniel F. Cheney, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledge the same to be his free act and deed.
MARIE L. MOORE MY COMMISSION EXPIRES OCTOBER 20, 2014 Notary Public, State of Texas My Commission Expires:
IN TESTIMONY WHEREOF, I hereunto set my hand thisday
of <u>September</u> 2014. <u>Jaul Jault</u> David J. Pancratz
STATE OF TEXAS §
STATE OF TEXAS § COUNTY OF BEXAR §
On this the day of benter 2014, before me, a Notary Public, personally appeared David J. Pancratz, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledge the same to be his free act and deed.
MARIEL MOORE 1 Navie L. Masu
MY COMMISSION EXPIRES Notary Public, State of Texas My Commission Expires: 10-20-2014

2

RECORDED: 11/14/2016