## 504348715 05/02/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4395403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAMES MICHAEL LICHT	11/28/2016
SHORYA AWTAR	11/28/2016
DEEPAK SHARMA	11/28/2016
ZACHARY ZIMMERMAN	11/28/2016
BRUCE JOHNSON	03/03/2017
CHRISTOPHER K. HOLMES	03/10/2017
PETER F. COSTA	03/02/2017
BRIAN DOUGLAS LAROSE	12/07/2016
RANDALL SULLIVAN	11/29/2016
RYAN BROOK RANK	01/05/2017

## **RECEIVING PARTY DATA**

Name:	FLEXDEX, INC.
Street Address:	10421 CITATION DRIVE
Internal Address:	SUITE 900
City:	BRIGHTON
State/Country:	MICHIGAN
Postal Code:	48116

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15286489

## **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:** kle@shayglenn.com, info@shayglenn.com

**Correspondent Name:** SHAY GLENN LLP **Address Line 1:** 2755 CAMPUS DRIVE

Address Line 4: SAN MATEO, CALIFORNIA 94403

PATENT REEL: 042220 FRAME: 0229

504348715

ATTORNEY DOCKET NUMBER:	13175-704.200	
NAME OF SUBMITTER:	RICHARD D. SHOOP	
SIGNATURE:	/Richard D. Shoop, Reg. No. 45,763/	
DATE SIGNED:	05/02/2017	

## **Total Attachments: 15**

source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page1.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page3.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page3.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page4.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page5.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page6.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page7.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page8.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page10.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page11.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page11.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page12.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page13.tif source=13175-704.200 Recordation Cover Sheet and Executed Assignment#page13.tif

U.S. DEPARTMENT OF COMMERCE

## RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

PATENTS ONLY	
TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT ORIGINAL DOCUMENTS OR COPY THEREOF.	AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED
1. Name of conveying party(ies):  (1) James Michael LICHT (11/28/2016) (2) Shorya AWTAR (11/28/2016) (3) Deepak SHARMA (11/28/2016) (4) Zachary ZIMMERMAN (11/28/2016) (5) Bruce JOHNSON (03/03/2017) (6) Christopher K. HOLMES (03/10/2017) (7) Peter F. COSTA (03/02/2017)	2. Name and address of receiving party(ies):  Name: FlexDex, Inc. 10421 Citation Drive, Suite 900 Brighton, MI 48116
(8) Brian Douglas LAROSE (12/07/2016) (9) Randall SULLIVAN (11/29/2016) (10) Ryan Brook RANK (01/05/2017)  Additional name(s) of conveying party(ies) attached?  Yes No	
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:
<del></del>	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, the	ne execution date of the application is:
A. Patent Application No.(s) – 15/286,489	B. Patent No.(s)
Title: MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS	
Additional num	bers attached? Yes No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Richard D. Shoop Shay Glenn LLP 2755 Campus Drive, Suite 210	
San Mateo, CA 94403	7. Total fee (37 CFR 3.41): \$0.00
	Charge any required fees to Deposit Account 50-4050.
DO NOT USE	THIS SPACE
Statement and signature.	
	ion is true and correct and any attached copy is a true copy of the
Richard D. Shoop, Reg. No. 45,763	May 2, 2017 Signature Date
Name of Person Signing	<b>9</b>

SG Docket No.:

13175-704.200

This Assignment of Patent Application is between:

James Michael LICHT of Howell, MI:

Shorya AWTAR of Ann Arbor, MI;

Deepak SHARMA of Ann Arbor, MI;

Zachary ZIMMERMAN of Waterford, MI;

Bruce JOHNSON of Elkins, NH;

**Christopher K. HOLMES** of Harvard, MA;

Peter F. COSTA of Winthrop, MA;

Brian Douglas LAROSE of Cornish NH; and

Randall SULLIVAN of Howell, MI,

(hereinafter referred to as "Inventor") and

FlexDex, Inc., a corporation of the State of Delaware, having a place of business at 10421 Citation Drive, Suite 900, Brighton, MI 48116, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

## "MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS"

for which an application for a United States Patent was filed on October 5, 2016 and assigned Application No. 15/286,489.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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 Inventor (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 Inventor to have been received in full from said Assignee:

1. Said Inventor 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 and 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.

SG Docket No.:

13175-704.200

- 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 Inventor 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 Inventor 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 Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor 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 Inventor has executed and delivered this instrument to said Assignee:

11 - 20 16	James Michael LICHT
Date	James Michael LICHT
11/22/16 Date	Shurya Awker Shorya AWTAR
$\frac{11/28/2016}{\text{Date}}$	Deepak SHARMA
11/28/16	Fal Z
Date	Zachary ZIMMERMAN
Date	Bruce JOHNSON

Date Christopher K. HOLMES  Date Peter F. COSTA  Date Brian Douglas LAROSE
Date Brian Douglas LAROSE
0
21/29/16 Sandall SULLIVAN

Page 3 of 3

SG Docket No.:

13175-704.200

This Assignment of Patent Application is between:

James Michael LICHT of Howell, MI;

Shorya AWTAR of Ann Arbor, MI;

Deepak SHARMA of Ann Arbor, MI;

Zachary ZIMMERMAN of Waterford, MI;

**Bruce JOHNSON** of Elkins, NH;

**Christopher K. HOLMES** of Harvard, MA;

**Peter F. COSTA** of Winthrop, MA;

Brian Douglas LAROSE of Cornish NH; and

Randall SULLIVAN of Howell, MI,

(hereinafter referred to as "Inventor") and

**FlexDex, Inc.**, a corporation of the State of Delaware, having a place of business at 10421 Citation Drive, Suite 900, Brighton, MI 48116, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

## "MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS"

for which an application for a United States Patent was filed on October 5, 2016 and assigned Application No. 15/286,489.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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 Inventor (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 Inventor to have been received in full from said Assignee:

1. Said Inventor 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 and 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.

SG Docket No.:

13175-704.200

- 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 Inventor 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 Inventor 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 Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor 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 Inventor has executed and delivered this instrument to said Assignee:

Date	James Michael LICHT
Date	Shorya AWTAR
Date	Deepak SHARMA
Date	Zachary ZIMMERMAN
<u>33/2017</u> Date	Buce Johnson
Date	Bruce JOHNSON

ASSIGNMENT OF PATENT APPLICATION	SG Docket No.: 13175-704.200
Date	Christopher K. HOLMES
Date Control of the c	Peter F. COSTA
Date	Brian Douglas LAROSE
Date	Randall SULLIVAN

Page 3 of 3

SG Docket No.:

13175-704.200

This Assignment of Patent Application is between:

James Michael LICHT of Howell, MI;

Shorva AWTAR of Ann Arbor, MI;

Deepak SHARMA of Ann Arbor, MI;

Zachary ZIMMERMAN of Waterford, MI;

Bruce JOHNSON of Elkins, NH;

Christopher K. HOLMES of Harvard, MA;

**Peter F. COSTA** of Winthrop, MA;

Brian Douglas LAROSE of Cornish NH; and

Randall SULLIVAN of Howell, MI,

(hereinafter referred to as "Inventor") and

**FlexDex, Inc.**, a corporation of the State of Delaware, having a place of business at 10421 Citation Drive, Suite 900, Brighton, MI 48116, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

## "MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS"

for which an application for a United States Patent was filed on October 5, 2016 and assigned Application No. 15/286,489.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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 Inventor (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 Inventor to have been received in full from said Assignee:

1. Said Inventor 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 and 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.

SG Docket No.:

13175-704.200

- 2. Said Inventor 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 Inventor 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 Inventor 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 Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor 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 Inventor has executed and delivered this instrument to said Assignee:

Date	James Michael LICHT
Date	Shorya AWTAR
Date	Deepak SHARMA
Date	Zachary ZIMMERMAN
Date	Bruce JOHNSON

Page 2 of 3

ASSIGNMENT OF PATENT APPLICATION	SG Docket No.: 13175-704.200
3-10-17	Uk.K.IL
Date	Christopher K. HOLMES
3-2-17 Date	Peter F. COSTA
Date	Brian Douglas LAROSE
Date	Randall SULLIVAN

SG Docket No.:

13175-704.200

This Assignment of Patent Application is between:

James Michael LICHT of Howell, MI;

Shorya AWTAR of Ann Arbor, MI;

Deepak SHARMA of Ann Arbor, MI;

Zachary ZIMMERMAN of Waterford, MI;

Bruce JOHNSON of Elkins, NH;

Christopher K. HOLMES of Harvard, MA;

Peter F. COSTA of Winthrop, MA;

Brian Douglas LAROSE of Cornish NH; and

Randall SULLIVAN of Howell, MI,

(hereinafter referred to as "Inventor") and

FlexDex, Inc., a corporation of the State of Delaware, having a place of business at 10421 Citation Drive, Suite 900, Brighton, MI 48116, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

# "MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS"

for which an application for a United States Patent was filed on October 5, 2016 and assigned Application No. 15/286,489.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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 Inventor (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 Inventor to have been received in full from said Assignee:

Said Inventor 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 and 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.

Page 1 of 3

REEL: 042220 FRAME: 0241

SG Docket No.:

13175-704.200

- 2. Said Inventor 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 Inventor 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 Inventor 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 Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor 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 Inventor has executed and delivered this instrument to said Assignee:

Date	James Michael LICHT
Date	Shorya AWTAR
Date	Deepak SHARMA
Date	Zachary ZIMMERMAN
Date	Bruce JOHNSON

Page 2 of 3

ASSIGNMENT OF PATENT APPLICATION	SG Docket No.: 13175-704.200			
Date	Christopher K. HOLMES			
Date  12/7/2016  Date	Peter F. COSTA			
Date	Randall SULLIVAN			

Page 3 of 3

SG Docket No.:

13175-704.200

This Assignment of Patent Application is between:

Ryan Brook RANK of Ann Arbor, MI,

(hereinafter referred to as "Inventor") and

**FlexDex, Inc.**, a corporation of the State of Delaware, having a place of business at 10421 Citation Drive, Suite 900, Brighton, MI 48116, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

## "MEDICAL DEVICES HAVING SMOOTHLY ARTICULATING MULTI-CLUSTER JOINTS"

for which an application for a United States Patent was filed on October 5, 2016 and assigned Application No. 15/286,489.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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 Inventor (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 Inventor to have been received in full from said Assignee:

- 1. Said Inventor 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 and 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 Inventor 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 Inventor 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

SG Docket No.:

13175-704.200

proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor 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 Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor 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 Inventor has executed and delivered this instrument to said Assignee:

01/05	1	20	Ĺ	7	 
Date					

Ryan Brook RANK

Page 2 of 2