

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5099889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BERNARD J. ESAREY	08/14/2018
CHRISTOPHER BINSACK	08/14/2018
RECEIVING PARTY DATA	
Name:	EXSURCO MEDICAL, INC.
Street Address:	6801 STATE ROUTE 60
City:	BIRMINGHAM
State/Country:	OHIO
Postal Code:	44889
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29658862
CORRESPONDENCE DATA	
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<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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Correspondent Name:	TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP
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ATTORNEY DOCKET NUMBER:	BETX-025807 US DES
NAME OF SUBMITTER:	JOHN A. YIRGA
SIGNATURE:	/John A. Yirga/
DATE SIGNED:	08/21/2018
Total Attachments: 3	
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ASSIGNMENT

This Assignment is made and entered into by and between Bernard J. Esarey and Christopher Binsack, having a mailing address at 2647 West Skyline Drive, Lorain, OH 44053, U.S.A. and 408 Brinker Street, Apt. 7, Bellevue, OH 44811, U.S.A., respectively (hereinafter collectively referred to as "INVENTORS"), and EXSURCO MEDICAL, an Ohio corporation, with an office at 6801 State Route 60, Wakeman, OH 44889, United States of America (hereinafter referred to as "ASSIGNEE"),

Whereas INVENTORS have invented certain inventions described in a United States patent applications entitled **POWER OPERATED ROTARY EXCISION TOOL**, in U.S. Patent Application Serial No. 29/658,862, filed August 3, 2018 (hereinafter said "APPLICATIONS"), and have executed said APPLICATIONS therefor;

Whereas ASSIGNEE desires to acquire the entire right, title and interest in said APPLICATION, namely, and all of the INVENTIONS described, disclosed, or otherwise set forth in said APPLICATIONS ("said INVENTORS"), and to any United States and foreign patents to be obtained therefrom; and

NOW, therefor, for good and valuable consideration, receipt of which is hereby acknowledged:

1. INVENTORS hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to said APPLICATIONS, said INVENTIONS, any and all Letters Patent issuing from said APPLICATIONS or granted for said INVENTIONS, and any and all other APPLICATIONS (said "OTHER APPLICATIONS") for Letters Patent on said INVENTIONS in the United States and in countries foreign to the United States, including all divisional, renewal, extension, reexaminations, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said INVENTIONS or upon either or both of said APPLICATIONS, and any and all Letters Patent and reissues and extension of any Letters Patent granted for said INVENTIONS or upon said APPLICATIONS or upon said OTHER APPLICATIONS, and every priority right that is or may be predicated upon or arise from said INVENTIONS, said APPLICATIONS, said OTHER APPLICATIONS and any and all Letters Patent issuing from said APPLICATIONS or from said OTHER APPLICATIONS.

2. ASSIGNEE is hereby authorized to file patent applications in any or all countries on any or all of said INVENTIONS in the name of the INVENTORS or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under the International Convention or otherwise.
3. The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer any and all Letters Patent to ASSIGNEE in accordance herewith.
4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTORS, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restrictions, or other right heretofore given.
5. The INVENTORS agree that they will do all acts reasonably serving to assure that said INVENTIONS, said APPLICATIONS, said OTHER APPLICATIONS and any and all Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by the INVENTORS if this Assignment had not been made, and particularly to execute and deliver to ASSIGNEE all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by ASSIGNEE, to furnish ASSIGNEE with all facts relating to said INVENTIONS or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said INVENTIONS, and to testify in any proceedings relating to said INVENTIONS, said APPLICATIONS, said OTHER APPLICATIONS, and any and all Letters Patent.
6. INVENTORS agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.
7. INVENTORS acknowledge and understand that the law firm of Tarolli, Sundheim, Covell & Tummino, LLP and its attorneys represent ASSIGNEE, and INVENTORS acknowledges and understands that INVENTORS are not the client of Tarolli, Sundheim, Covell & Tummino, LLP.

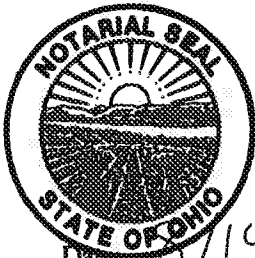
8. INVENTORS acknowledge and understand that they have had the opportunity to consult with independent legal counsel prior to executing this Assignment.

Date: 8-14-2018

Bernard J. Esarey
BERNARD J. ESAREY

State: Ohio)
County: Erie)

This 14 day of August 2018, before me personally came the above named BERNARD J. ESAREY to me personally known as the individual who executed the foregoing Assignment, and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



SHERYL L. OGLESBEE
Notary Public, State of Ohio
My Commission Expires 5/19/21

Sheryl L. Oglesbee
Notary

Date: 8/14/2018

Christopher Binsack
CHRISTOPHER BINSACK

State: Ohio)
County: Erie)

This 14 day of August 2018, before me personally came the above named CHRISTOPHER BINSACK to me personally known as the individual who executed the foregoing Assignment, and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



SHERYL L. OGLESBEE
Notary Public, State of Ohio
My Commission Expires 5/19/21

Sheryl L. Oglesbee
Notary