# 505124170 10/03/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5170932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MR. DANIEL F. CHENEY	08/24/2016

## **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:	16150533

## **CORRESPONDENCE DATA**

Fax Number:

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:** 210-415-4493

Email: makayiplaw@gmail.com
Correspondent Name: CHRISTOPHER L. MAKAY

Address Line 1: 914 GENTILZ ST

Address Line 4: CASTROVILLE, TEXAS 78009-4060

ATTORNEY DOCKET NUMBER:	B-0140.60(DIV_1)	
NAME OF SUBMITTER:	CHRISTOPHER L. MAKAY	
SIGNATURE:	/Christopher L. Makay/	
DATE SIGNED:	10/03/2018	

**Total Attachments: 2** 

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PATENT 505124170 REEL: 047052 FRAME: 0138

## ASSIGNMENT.

WHEREAS, I, Daniel F. Cheney, a citizen of the United States of America, residing at 8 Lockspring, San Antonio, TX 78254 (hereinafter referred to as "Assignor") have invented certain new and useful improvements in an ELASTIC ORTHOPEDIC IMPLANT AND METHOD OF MANUFACTURING THEREOF, for which I have executed an application for Letters Patent of the United States, of even date herewith, and for which I have executed a provisional application for Letters Patent of the United States, which was filed September 3, 2015, and assigned Provisional Application No. 62/213,774; 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 application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said Assignor, 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 application 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 I 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.

Assignor further assigns 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.

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

I HEREBY further covenant and agree that I 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.

1

IN TESTIMONY WHEREOF, I hereunto set my hand this 24th day

of August , 2016.

STATE OF TEXAS 

COUNTY OF BEXAR 

On this 24th day of August , 2016, 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.

Notary Public, State of
My Commission Expires: 10-20-2018

2