## 505461878 05/06/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
ANDREW WALD	09/05/2013	
BRAD JACOBSEN	09/03/2013	
CHARLES R. CONSIDINE	09/04/2013	
FRANK STRUPECK	09/05/2013	

## **RECEIVING PARTY DATA**

Name:	MEDTRONIC XOMED, INC.	
Street Address:	6743 SOUTHPOINT DRIVE	
City:	JACKSONVILLE	
State/Country:	FLORIDA	
Postal Code:	32216	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16404063

## CORRESPONDENCE DATA

**Fax Number:** (248)641-0270

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:** (248) 641-1271

**Email:** troymailroom@hdp.com, jtumblin@hdp.com **Correspondent Name:** HARNESS, DICKEY & PIERCE, P.L.C.

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ATTORNEY DOCKET NUMBER:	5074X-000015-US-DVC
NAME OF SUBMITTER:	RICHARD W. WARNER
SIGNATURE:	/Richard W. Warner/
DATE SIGNED:	05/06/2019

#### **Total Attachments: 6**

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PATENT REEL: 049092 FRAME: 0110

## **ASSIGNMENT BY INVENTORS**

THIS ASSIGNMENT is made by Andrew Wald, residing at 891 14th St. #1203, Denver, Colorado 80202; Brad Jacobsen, residing at 2840 Prince Circle, Erie, Colorado 80516; Charles R. Considine, residing at 1502 Branch Owl Place, Santa Rosa, California 95492; and Frank Strupeck, residing at 275 S. Lark Ave., Louisville, Colorado 80027 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Medical Device And Its Construction, set forth in a Patent application for Letters Patent of the United States, already filed on April 26, 2013 as United States Patent Application No. 13/871,616; and

WHEREAS, Medtronic Xomed, Inc., a Corporation organized under and pursuant to the laws of United States of America having its principal place of business at 6743 Southpoint Drive, Jacksonville, Florida 32216 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its

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successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-inpart of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions

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and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 27572

Date:

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

09/05/2013 United States of America State of County of On this day of to me known to be the individual Andrew Wald personally came described in and who executed the foregoing instrument, and acknowledged execution of the same. Nétáry Public

> My Commission Expires 4/19/2014

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Brad Jacobsen

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			Brad Jacobsen
Date:			
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	·	_ Charle	harles R. Considine
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			SONOMA COUNTY -

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Frank Strupeck

			Frank Su	rupeck	
Date: <u>9/5/17</u>					
United States of Ame State of County of	erica ) <i>COLOLADO</i> ) ss.: <i>BOULDER</i> )				
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17654318.1			My Commi 4/19	ssion Expires 1 <b>/2014</b>	

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