

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6922119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KESTER JULIAN BATCHELOR	09/08/2021
ERIC G. TATE	09/08/2021
THEODORE C. BLUS	09/08/2021
RICHARD J. CURTIS	04/01/2014
NIKHIL M. MURDESHWAR	09/08/2021
RECEIVING PARTY DATA	
Name:	GYRUS ACMI, INC. D/B/A OLYMPUS SURGICAL TECHNOLOGIES AMERICA
Street Address:	800 WEST PARK DRIVE
City:	WESTBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01581
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15632786
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	5409.091US1
NAME OF SUBMITTER:	TAMERAE ROBINSON
SIGNATURE:	/Tamerae Robinson/
DATE SIGNED:	09/17/2021
Total Attachments: 11	
source=5409091US1_Assignment#page1.tif	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 5409.091US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kester Julian Batchelor, Eric G. Tate, Theodore C. Blus,
Richard J. Curtis, Nikhil M. Murdeshwar

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies):

Name: GYRUS ACMI, INC. D/B/A OLYMPUS
SURGICAL TECHNOLOGIES AMERICA

Street Address: 800 West Park Drive

City: Westborough State: Massachusetts Zip:
01581

Country: United States of America

Additional name(s) & address(es) attached? ☐ Yes
☒ No

Execution Date: September 8, 2021, September 8, 2021,
September 8, 2021, April 1, 2014, September 8, 2021

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 15/632,786

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Marsha J. Huddy

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over
payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.

Marsha J. Huddy/Reg. No. 67,294

/ Marsha J. Huddy /

September 9, 2021

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 057514 FRAME: 0251

ASSIGNMENT

WHEREAS, Kester Julian Batchelor, Eric G. Tate, Theodore C. Blus, Richard J. Curtis and Nikhil M. Murdeshwar (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention"); as described in the patent application filed on June 26, 2017, assigned US application serial number 15/632,786, and titled MULTIPLE MODE ELECTROSURGICAL DEVICE and as described in a provisional patent application filed on July 6, 2016 assigned United States application serial number 62/358,787, and titled MULTIPLE MODE ELECTROSURGICAL DEVICE.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to GYRUS ACMI, INC. D/B/A OLYMPUS SURGICAL TECHNOLOGIES AMERICA (the "Assignee"), having a place of business at 800 West Park Drive, Westborough, Massachusetts 01581, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

- the Invention which is disclosed in the above-identified application or applications;

- such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

- all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

- including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

- and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 164772 may (directly or through his/her designee) delete, insert, or alter any

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1

Client Ref. No. G0358-US2

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1
Client Ref. No. G0358-US2

Assignor:

(Signature):

Kester Julian Batchelor

/

Name: Kester Julian Batchelor

City/State or Country: Mound, MN

Sept 8th 2021

Date:

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1
Client Ref. No. G0358-US2

Assignor:

(Signature):

/  /

Name: Eric G. Tate

City/State or Country: Maple Grove, Minnesota

Date:

9/8/2021

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1
Client Ref. No. G0358-US2

Assignor:

(Signature): *Theodore C. Blus*

Name: Theodore C. Blus

City/State or Country: Arden Hills, MN

Date: 9/8/2021

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1
Client Ref. No. G0358-US2

Assignor:

(Signature): / _____ /

Name: Richard J. Curtis

City/State or Country: Corcoran, MN

Date: _____

Assignment

Assignors: Kester Julian Batchelor et al.

Title: MULTIPLE MODE ELECTROSURGICAL DEVICE

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Docket No: 5409,091US1
Client Ref. No. G0358-US2

Assignor:

(Signature):

nikhil m murdeshwar
/ _____ /

Name: Nikhil M. Murdeshwar

City/State or Country: Maple Grove, MN

Date:

Sep 08, 2021

Dear Employee:

The purpose of this letter agreement is to confirm certain understandings between Olympus Corporation of the Americas ("OCA"), Olympus America Inc. ("OAI"), Olympus Imaging America Inc. ("OIMA"), Olympus Latin America, Inc. ("OLA"), Olympus Communication Technology of America, Inc. ("OCTA"), Gyrus ACMI, L.P., and Gyrus ACMI, Inc. and their respective successors and assigns, and any of their present or future parents, subsidiaries or affiliates, either direct or indirect (collectively, "Olympus"), and you ("Employee") relating to your employment by your respective Olympus company employer ("Employer") as follows:

1. [REDACTED]

2. Employee will promptly communicate and disclose to Employer all Inventions. Employee agrees that Employer will be the owner of all Inventions, and Employee hereby assigns and agrees to assign to Employer any and all right, title and interest in all Inventions, and to applications for United States and foreign letters patent and United States and foreign letters patent granted upon such Inventions, and to all copyrightable material related thereto, which Employee may have therein.

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

{Signatures appear on next page}

OLYMPUS CORPORATION OF THE AMERICAS
OLYMPUS AMERICA INC.
OLYMPUS IMAGING AMERICA INC.
OLYMPUS LATIN AMERICA, INC.
OLYMPUS COMMUNICATION TECHNOLOGY OF AMERICA,
INC.
GYRUS ACMI, INC.
GYRUS ACMI, L.P.

By K. M. Moore
As a Representative of Gyrus Acmi, Inc.
Entity

Agreed [Signature]
Employee Signature

Name RICHARD J. CURTIS

Date 1st APRIL 2014