

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6999723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CAMPBELL CLINIC, P.C.	10/20/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EDWARD A. PEREZ
<b>Street Address:</b>	4 W. LAS OLAS BLVD.
<b>Internal Address:</b>	#1504
<b>City:</b>	FT. LAUDERDALE
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9066764
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)637-7561
<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>	
<b>Phone:</b>	317-634-3456
<b>Email:</b>	docketdept@uspatent.com
<b>Correspondent Name:</b>	TIMOTHY N. THOMAS
<b>Address Line 1:</b>	111 MONUMENT CIRCLE
<b>Address Line 2:</b>	SUITE 3700
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	024387-000002
<b>NAME OF SUBMITTER:</b>	CINDY J. WILES
<b>SIGNATURE:</b>	/Cindy J. Wiles/
<b>DATE SIGNED:</b>	11/01/2021
<b>Total Attachments: 5</b>	
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## ASSIGNMENT

### 1. DEFINITIONS

1.1 **ASSIGNOR** means Campbell Clinic, P.C., a corporation of Tennessee having a principal place of business at 1400 S. Germantown Road, Germantown, Tennessee, 38138 as well as its successors and/or assigns.

1.2 **ASSIGNEE** means Edward A. Perez, 4 W. Las Olas Blvd, #1504, Ft. Lauderdale, FL 33301.

1.3 **PATENT** means U.S. Patent No. 9,066,764, issued June 30, 2015 entitled "LONG BONE FIXATION SYSTEM AND METHODS".

1.4 **INVENTIONS** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT.

1.5 **RELATED PATENT CASES** means any and all patent applications, patents, and/or patent proceedings:

a. claiming and/or disclosing the INVENTIONS, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the PATENT, under domestic laws, the Paris Convention, Patent Cooperation Treaty (PCT), and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTIONS and/or the PATENT, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 **TRANSFERRED RIGHTS** means any and all rights, title, and/or interests assigned or otherwise transferred in this assignment, including, but not limited to, the INVENTIONS, PATENT, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

1.7 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.

1.8 **EFFECTIVE DATE** means the date this assignment is signed by the ASSIGNOR.

1.9 **ROYALTIES** means any and all royalties, payments, awards, settlements or other amounts received by ASSIGNEE and arising from (a) licensing the PATENT, as it now exists and as it may be modified in the future, (b) any use by others of the Transferred Rights, whether authorized or not, or (c) enforcement of the Transferred Rights; provided, that such amounts owed to ASSIGNOR under this clause (c) shall be entitled to deduct any reasonable legal fees and costs actually incurred in the applicable enforcement action.

### 2. ASSIGNMENT OF RIGHTS

2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

## ASSIGNMENT

2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all its rights, title, and interest in and/or to the INVENTIONS, PATENT, and RELATED PATENT CASES.

2.4 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTIONS, PATENT, and RELATED PATENT CASES.

2.5 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT and the RELATED PATENT CASES.

2.6 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the TRANSFERRED RIGHTS, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.7 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation of the TRANSFERRED RIGHTS, including damages, royalties, and profits.

2.8 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

### 3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees, through its officers and employees, to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees, through its officers and employees, to and will sign and return any and all documents that ASSIGNEE reasonably desires to be signed that are directly or indirectly related and necessary to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees, through its officers and employees, to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives; provided, that ASSIGNEE shall reimburse ASSIGNOR for all costs and expenses incurred by ASSIGNOR in participating in any such proceedings.

### 4. ATTORNEY CLIENT PRIVILEGE

4.1 Assignment of Attorney-Client Privilege. To the extent allowed by applicable law, the ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Partial Waiver of Attorney-Client Privilege. To the extent allowed by applicable law, the ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

## ASSIGNMENT

### 5. CONSIDERATION

5.1 Amounts to ASSIGNOR. In consideration of the assignment of the Transferred Rights, ASSIGNEE shall pay ASSIGNOR one third (1/3) or thirty-three percent (33%) of any and all ROYALTIES arising after the Effective Date.

5.2 Reporting. ASSIGNEE shall certify to ASSIGNOR on January 1 of each year after the Effective Date the ROYALTIES arising and provide a detailed accounting of all ROYALTIES generated in the previous twelve months. ASSIGNEE shall keep records of all ROYALTIES generated during the term of this Assignment, and make them available to ASSIGNOR upon reasonable request.

5.3 Payment Procedures. Payments arising and due to ASSIGNOR under this Assignment shall be paid by ASSIGNEE to ASSIGNOR within thirty (30) days of any ROYALTIES becoming due and payable to ASSIGNEE, his designee or subsequent assignee of the Transferred Rights. ASSIGNEE's subsequent assignment or other transfer of any of the Transferred Rights shall not relieve ASSIGNEE's payment obligations under this Assignment.

5.4 Indemnity. ASSIGNEE shall indemnify and defend ASSIGNOR from and against any and all claims, actions, damages, costs, losses and other expenses incurred as a result of, arising from, or related to third party actions based on any action or matter involving the Transferred Rights that arises on or after the Effective Date.

### 6. MISCELLANEOUS

6.1 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.

6.2 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment in connection with any dispute arising under the assignment.

6.3 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.



ASSIGNMENT

Assignee:

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.

Edward A. Perez  
Signature (Assignee)

Printed Name: EDWARD A. PEREZ

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: 1 day of NOVEMBER, 2021