#### 507106470 02/01/2022

### PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
KESTER JULIAN BATCHELOR	01/13/2022

#### **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:	16874286

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	5409.573US1
NAME OF SUBMITTER:	TAMERAE ROBINSON
SIGNATURE:	/Tamerae Robinson/
DATE SIGNED:	02/01/2022

#### **Total Attachments: 4**

source=5409573US1\_Assignment\_Batchelor#page1.tif source=5409573US1\_Assignment\_Batchelor#page2.tif source=5409573US1\_Assignment\_Batchelor#page3.tif source=5409573US1\_Assignment\_Batchelor#page4.tif

PATENT 507106470 REEL: 058849 FRAME: 0344

# RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 5409.573US1 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: GYRUS ACMI, INC. D/B/A OLYMPUS SURGICAL TÉCHNOLOGIES AMERICA Kester Julian Batchelor Additional name(s) of conveying party(ies) attached? Street Address: 800 West Park Drive [ ]Yes [X]No City: Westborough State: Massachusetts Zip: 015813. Nature of conveyance: Country: United States of America Additional name(s) & address(es) attached? [ [Yes [X] Assignment [ ] Merger [X]No [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: January 13, 2022 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) B. Patent No.(s) Serial No. 16/874,286 Additional numbers attached? [ ]Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ <u>0.00</u> Name: James L. Shands [[Enclosed [Authorized to be charged to deposit account Address: 19-0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 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. James L. Shands/Reg. No. 54,439 Name of Person Signing Date Total number of pages including cover sheet: 4

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: 058849 FRAME: 0345

#### **CONFIRMATORY ASSIGNMENT**

WHEREAS, Kester Julian Batchelor (hereinafter the "Undersigned") has made one or more inventions and other subject matter (hereinafter collectively referred to as the "Inventions"); and as described in the patent applications listed below in Schedule A; and

WHEREAS the Undersigned previously conveyed, assigned, and transferred the Undersigned's entire right, title, and interest in the Inventions 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.

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

CONVEY, ASSIGN, AND TRANSFER to the Assignee, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Inventions which are disclosed in the applications listed in Schedule A;

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 Inventions;

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

PATENT REEL: 058849 FRAME: 0346 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 Inventions; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Inventions; (3) communicate to the Assignee all facts known to the Undersigned relating to the Inventions 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 Inventions; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Inventions in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Inventions;

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:

Assignor:		
(Signature):	, Kester Julian Batchelor	/
	Name: Kester Julian Batchelor	
	City/State or Country: Mound, MN	
Date:	Jan 13, 2022	

**RECORDED: 02/01/2022** 

## Schedule A

Attorney	US Ser. No.	Filing Date	
Reference No.			
5409.569US1	16/874,042	05/14/2020	
5409.570US1	16/874,071	05/14/2020	
5409.571US1	16/874,145	05/14/2020	
5409.572US1	16/874,185	05/14/2020	
5409.579US1	16/874,432	05/14/2020	
5409.573US1	16/874,286	05/14/2020	
5409.574US1	16/874,333	05/14/2020	
5409.580US1	16/874,466	05/14/2020	
5409.575US1	16/874,335	05/14/2020	
5409.576US1	16/874,376	05/14/2020	
5409.577US1	16/874,393	05/14/2020	
5409.578US1	16/874,486	05/14/2020	
5409.581US1	16/874,293	05/14/2020	
5409.582US1	16/874,268	05/14/2020	
5409.583US1	16/874,318	05/14/2010	

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