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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mallory F. Miree, M.D.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: June 28, 2001

2. Name and address of receiving party(ies)

Name: Miree Designs, LLC

Internal Address:

Street Address: 3512 Springhill Road

City: Birmingham State: AL Zip: 35223

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

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)

PCT/US99/03474

B. Patent No.(s) 4,697,725

4,688,705

5,927,801

4,616,081

Additional numbers attached? ☐ Yes ☒ No

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

Name: Margaret Smith Kubiszyn

Internal Address: Bradley Arant Rose & White LLP

Street Address: 2001 Park Place, Suite 1400

City: Birmingham State: AL Zip: 35203

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200

☒ Enclosed☒ Authorized to be charged to deposit account (any additional amount)

8. Deposit account number:

50-0954

(Attach duplicate copy of this page if paying by deposit account)

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.

Margaret Smith Kubiszyn

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 4

07/10/2001 DBYRNE

00000061 PCTUS9903474

200.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:581

PATENT
REEL: 011944 FRAME: 0510

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 28th day of June, 2001, by and between Mallory F. Miree, M.D., an Alabama resident and US citizen ("Miree"), and Miree Designs, LLC, a Limited Liability Corporation created under the laws of the State of Alabama, and having its principal place of business at 3512 Springhill Road, Birmingham, AL 35223 ("Miree Designs").

WHEREAS, Miree owns all right, title, and interest in and to U.S. Patent Nos. 5,927,801, 4,697,725, 4,688,705, and 4,616,081, and PCT application no. PCT/US99/03474, the inventions disclosed and claimed therein, and all foreign patents and applications that rely on the above-listed patents for priority ("the Patents"); and

WHEREAS, Miree Designs desires to acquire and Miree is willing to assign to Miree Designs all of Miree's right, title, and interest in and to the Patents and any inventions disclosed and claimed therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Miree hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Miree Designs, its lawful successors and assigns, Miree's entire right, title, and interest in and to the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof, and all accrued causes of action for damages for infringement thereof.

Miree shall execute and deliver to Miree Designs any such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Patents to Miree Designs, or the original ownership of all the Patents on the part of Miree, to the fullest extent possible. Miree further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Miree Designs in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. Miree Designs shall reimburse Miree for any and all costs reasonably incurred by Miree in performance under this paragraph.

In furtherance of this Agreement, Miree hereby acknowledges that Miree Designs has succeeded to all of Miree's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that Miree Designs, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the date of this Agreement, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Miree Designs, in its sole discretion, deems advisable.

Miree represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.

Miree represents and warrants that, to the best of Miree's knowledge, upon consummation of this Agreement, Miree Designs shall have good and marketable title to the Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

Miree hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to Miree Designs, its successors and assigns, in accordance with the terms of this Assignment.

This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama (without regard to its conflict of law rules) and of the United States.

This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

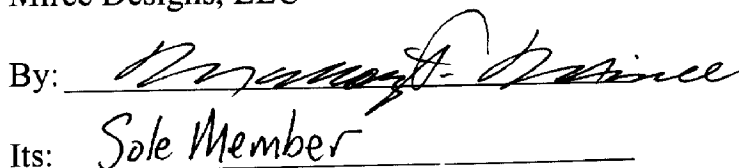
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Mallory F. Miree, M.D.

Miree Designs, LLC



By:



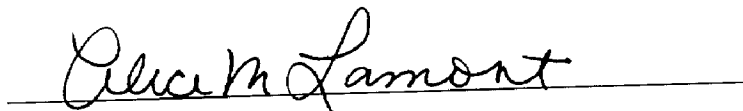
Its:

Sole Member

State of Alabama)

County of Jefferson)

On this day of June 28th, 2001, before me came Mallory F. Miree, M.D., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he has executed the same.



Notary Public

My commission expires: MY COMMISSION EXPIRES FEBRUARY 6, 2002