

06-18-2002

Form PTO-1595

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Tab settings

RECORD



P... 102125839

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):

Aaron Sandoval
Robert Presley

6-10-02

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

3. Nature of conveyance:

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

May 24, 2002 and May 23, 2002

Execution Date: _____

2. Name and address of receiving party(ies)

Name: **InnaVais Technologies, Inc.**

Internal Address: _____

Street Address: **185 Loma Prieta Circle**City: **Tracy** State: **CA** Zip: **95376**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) **10/114,662**

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Bill Kennedy**

Internal Address: _____

Haynes Beffel & Wolfeld LLPStreet Address: **P.O. Box 366**City: **Half Moon Bay** State: **CA** Zip: **94019**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41).....\$ **40.00**☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: **50-0869****Attorney Docket No.: IVAS 1001-1**

(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.***Bill Kenedy, Reg.# 33,407**

Name of Person Signing

Signature

May 31, 2002

Date

Total number of pages including cover sheet, attachments, and documents: **6**Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/17/2002 6TOW11 00000214 10114662

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40.00 OP

PATENT
REEL: 012984 FRAME: 0761

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, the undersigned, Aaron Sandoval of Tracy, California and Robert Presley of Colorado Springs, Colorado (hereinafter termed the "Inventors") are the inventors of the invention described and set forth in the United States Patent Application titled:

Method and barrier for limiting fluid movement through a tissue rent

and have executed an oath or declaration of inventorship for said application, the said application having been filed in the United States Patent and Trademark Office on April 1, 2002 as U.S. Application No. 10/114,662 (hereinafter termed the "Application"); and

WHEREAS, InnaVais Technologies, Inc., a corporation of the state of Delaware, having a place of business at 185 Loma Prieta Circle, Tracy, California 95376 (hereinafter termed the "Assignee") is desirous of acquiring the entire right, title and interest in and to the Application and the invention disclosed therein, and in and to any and all embodiments of the invention, heretofore conceived, made, or discovered jointly or severally by said Inventors (all collectively hereinafter termed the "Invention") and in and to any and all patents, inventors' certificates, and other forms of protection (hereinafter termed the "Patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by the Inventors:

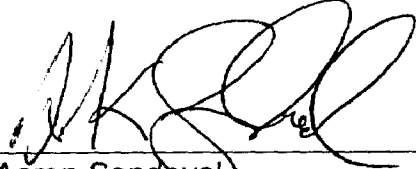
1. The Inventors have assigned to the Assignee, and do hereby sell, assign, transfer and convey to the Assignee all right, title and interest (a) in and to the Invention and the Application; and (b) in and to all rights to apply for foreign patents (including patent, utility model and industrial designs) on the Invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the Application; and (c) in and to any and all applications filed and any and all patents granted on the Invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

2. The Inventors hereby jointly and severally covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Invention; (d) for filing and prosecuting applications for reissuance of any said Patents; (e) for interference or other priority proceedings involving the Invention; and (f) for legal proceedings involving the Invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Inventors, their respective heirs, legal representatives and assigns.

4. The Inventors hereby jointly and severally warrant and represent that they have not entered into and will not enter into any assignment, contract, or understanding in conflict herewith.

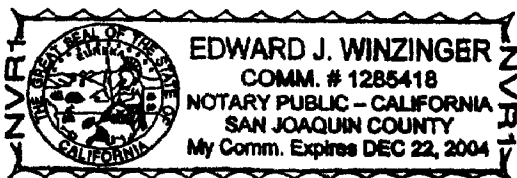
IN WITNESS WHEREOF, the Inventors have executed and delivered this instrument to the Assignee as of the dates written below.



Aaron Sandoval

5/24/02

Date



State of CALIFORNIA)

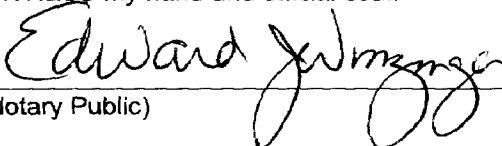
County of SAN JOAQUIN)

On 5/24, ²⁰⁰²~~2004~~, before me, Edward J. Winzinger,

personally appeared Aaron Sandoval,

☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notary Public)

State of)

County of)

On _____, 2001, before me, _____,

personally appeared _____,

☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

Robert Presley

Date

3. The terms and covenants of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Inventors, their respective heirs, legal representatives and assigns.

4. The Inventors hereby jointly and severally warrant and represent that they have not entered into and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the Inventors have executed and delivered this instrument to the Assignee as of the dates written below.

State of _____)
County of _____)
On _____, 200², before me, _____,
Aaron Sandoval personally appeared _____,
☐ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person or the entity
upon behalf of which the person acted, executed the instrument.

Date

WITNESS my hand and official seal.

(Notary Public)

State of Colorado)
County of El Paso)
On May 23, 200², before me, Shirley Abbott,
Robert Presley personally appeared Robert Presley,
☒ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that
by his/her signature on the instrument the person or the entity
upon behalf of which the person acted, executed the instrument.

Robert Presley
Robert Presley

5-23-02
Date

WITNESS my hand and official seal.

Shirley M. Abbott
(Notary Public)