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RECORDATION

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DEPARTMENT OF COMMERCE
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):

Robert D. Kolder
Timothy Strok
William R. Sears

6-26-02

2. Name and address of receiving party(ies)

Name: Heartstation, Inc.

Internal Address: _____

Street Address: 1244 Remington RoadCity: Schaumburg State: IL Zip: 60173Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: May 21, 2002Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): 6, 301, 501 B

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert Kolder

Internal Address: _____

Street Address: Heartstation, Inc.1244 Remington RoadCity: Schaumburg State: IL Zip: 601736. Total number of applications and patents involved: ☐ 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

David C. Van Dyke Reg# 48,784
Name of Person Signing

Signature

Date

6/25/02Total number of pages including cover sheet, attachments, and documents: ☐ 2

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

ASSIGNMENT OF PATENT

Whereas, I, Robert D. Kolder of Schaumburg, Timothy Strok of Crystal Lake and William R. Sears of Tinley Park, all of IL (US), hereinafter referred to as assignors, did obtain United States Patent for Protective Defibrillator Storage Device With Alarm Signal, No. 6,301,501 B1, dated October 9, 2001; and whereas, we are now the sole assignees of said patent, and,

Whereas, Heartstation of Schaumburg, IL (US) hereinafter referred to as "assignee" whose mailing address is 1244 Remington Road, City of Schaumburg, and State of Illinois is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollar (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, We, the assignors, by these presents do sell, assign and transfer unto said assignee the entire right, title and interest in and to the said Patent aforesaid; the same to be held and enjoyed by the said assignee for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 21st day of May, 2002,
at _____


Robert D. Kolder

(Signature)

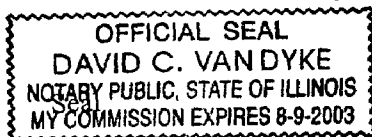

Timothy Strok

(Signature)


William R. Sears

(Signature)

Before me personally appeared and acknowledge the foregoing instrument to be his free act and deed this 21st day of May, 2002.




(Notary Public)

CONTRACT

This agreement is made on May 21, 2002, between Heartstation, hereinafter called "Heartstation," and William Sears, hereinafter called "Sears." Heartstation and Sears are also hereinafter collectively referred to as the "Parties" and individually referred to as the "Party."

WHEREAS, Heartstation is a corporation incorporated pursuant to the laws of the state of Illinois;

WHEREAS, Sears was a co-inventor of a patent entitled "Protective Defibrillator Storage Device with Alarm Signal", Patent No. US 6,301,501 B1, issued on October 9, 2001, hereinafter called the "501 Patent".

WHEREAS, Kevin J. Cronin, Hereinafter called "Cronin", Robert D. Kolder, hereinafter called "Kolder", and Timothy Strok, hereinafter called "Strok", were co-inventors of the '501 Patent.

WHEREAS, Sears, Cronin, Kolder, and Strok maintained shared rights to the '501 Patent.

WHEREAS, on August 27, 2001, Cronin assigned his rights in the '501 Patent to Kolder and Strok.


Whereas, on May 21, 2002, Sears, Kolder, and Strok assigned their rights in the '501 Patent, equaling the total rights to the '501 Patent, to Heartstation (See attached "Assignment of Rights" executed by Sears, Kolder and Strok on May 21, 2002).

NOW THEREFORE, in consideration of their mutual promises and assignment of rights in the '501 Patent (made pursuant to the attached "Assignment of Rights" executed by Sears, Kolder, and Strok), and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:


1. Recitals. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. That, in consideration for Sears' assignment of his rights in the '501 Patent to Heartstation, Sears shall receive twenty percent (20%) of all royalties and licensing fees generated after payment and satisfaction of all legal fees and expenses, by the '501 Patent beginning on the day this Contract is executed by the parties and extending into perpetuity unless sooner terminated by the parties by a written and properly executed document.

3. That, in consideration for Sears' assignment of his rights in the '501 Patent to Heartstation, Sears shall receive twenty percent (20%) of the sums received pursuant to the sale and/or transfer of the '501 Patent by Heartstation, after payment and satisfaction of all legal fees and expenses, beginning on the day this Contract is executed by the parties and extending into perpetuity unless sooner terminated by the parties by a written and properly executed document.
4. That Sears is responsible and liable for fifteen percent (15%) of all legal fees and expenses incurred by Heartstation in connection with the litigation involving the '501 Patent.
5. That Sears shall have access to the Heartstation books and records which directly relate to royalties and licensing fees generated, and fees related pursuant to the sale and/or transfer of the '501 Patent, at all reasonable times during business hours. The books shall be kept on a method of accounting that shall properly reflect the income of Heartstation regarding revenues, royalties, licensing fees, sale, and/or assignment of '501 Patent.
6. Miscellaneous. Time is of the essence in this agreement. This agreement is made in the State of Illinois and shall be governed by Illinois law. This is the entire agreement between the parties and may not be modified or amended except by written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement. Cook County, Illinois shall be a proper venue for any litigation involving this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.


On behalf of Heartstation

21-May-2002
Date


William R. Sears

21-May-2002
Date