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1 SHEET

U.S. DEPARTMENT OF

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings

Patent and Trademark Office



102317381

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

1. Name of conveying party(ies):

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **December 9, 2002**

2. Name and address of receiving party(ies)

Name: **ZEVEEX, INC.**Address: **4314 Zevex Park Lane****Salt Lake City, Utah 84123**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: **September 9, 2002**

A. Patent Application No.(s)

29/167,141

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Randall B. Bateman**Internal Address: **MORRISS, BATEMAN, O'BRYANT****& COMPAGNI, P.C.**Street Address: **136 South Main Street, Suite 700**City: **Salt Lake City** State: **Utah** ZIP: **84101**

12/18/2002 RMEBROHT 00000049 29167141

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 account

8. Deposit account number:

50-0881 (Deficiencies Only)

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

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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.***Randall B. Bateman**

Name of Person Signing

Signature

12-9-02

Date

Total number of pages including cover sheet, attachments, and document: **3****PATENT****REEL: 013581 FRAME: 0880**

ASSIGNMENT

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<i>Attorney Docket No.</i>	2301.ZEVX.DS
<i>Inventor</i>	Kent Beck
<i>Assignee</i>	ZEVEX, INC.
<i>Serial Number</i>	29/167,141
<i>Filing Date</i>	September 9, 2002

WHEN RECORDED RETURN TO:

MORRISS, BATEMAN, O'BRYANT & COMPAGNI
136 South Main Street, Suite 700
Salt Lake City, Utah 84101

WHEREAS Kent Beck, **resident of Utah**, has invented a certain new and useful improvement in IN-LINE OCCLUDER, the application for United States Letters Patent which is identified above; and

WHEREAS, ZEVEX, INC., a corporation of the State of Delaware, having a business address of 4314 Zevex Park Lane, Salt Lake City, Utah 84123, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, I, the said Kent Beck, by these presents, do sell, assign, and transfer unto said ZEVEX, INC., the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignor hereby authorizes the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignor hereby authorizes and requests the issuing authority to issue any and all

ASSIGNMENT

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<i>Attorney Docket No.</i>	2301.ZEVX.DS
<i>Inventor</i>	Kent Beck
<i>Assignee</i>	ZEVEX, INC.
<i>Serial Number</i>	29/167,141
<i>Filing Date</i>	September 9, 2002

United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignor warrants and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignor covenants to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignor hereby agrees and acknowledges that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of the undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

ASSIGNMENT

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Attorney Docket No.	2301.ZEVX.DS
Inventor	Kent Beck
Assignee	ZEVEEX, INC.
Serial Number	29/167,141
Filing Date	September 9, 2002

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said ZEVEEX, INC. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 9 day of DEC, 2002 at SALT LAKE, UTAH.
(city) (state)

STATE OF Utah


Kent Beck

County of Salt Lake : ss

Before me personally appeared Kent Beck and acknowledged the foregoing instrument to be his free act and deed this 9th day of December, 2002.



Notary Public

Residing at/My commission expires:

Feb. 23, 2004

