

Atty Ref/Docket No.: 112.004U



Patent and Trademark Office

To the Honorable Commissioner 103351280

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel G. Ericson and SUBC, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Dates: November 20, 2006

2. Name and address of receiving party(ies):

Name: ZYBAC, LLC

Street Address: 1423 Bell Oaks Lane SW

City: Rochester State: MN Zip: 55902

Additional name (s) & address(es) attached?

☐ Yes ☒ NoOFFICE OF PUBLIC RECORDS
2006 DEC 18 PM 3:52
FINANCE SECTION

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 Number(s) 10/968,203

B. Patent Number(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Hugh McTavish

Address: McTavish Patent Firm
429 Birchwood Courts
Birchwood, MN 55110
Customer No.

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. Please charge any additional fees or credit any over payments to our Deposit account number:

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.

Hugh McTavish / Reg. No. 48,341

Name of Person Signing

Signature

Dec 13, 2006

Date

12/19/2006 DBYRNE 00000090 10968203

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Total number of pages including cover sheet: 4

(40.00 DP)

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

12.18.06

ASSIGNMENT

THIS ASSIGNMENT made the 20 day of November, 2006 between **DANIEL ERICSON**, an individual residing in Minnesota and **SUBC, INC.**, a Minnesota corporation (jointly and severally, "Assignors") and **ZYBAC, LLC**, a Minnesota limited liability company (the "Assignee").

WHEREAS, the Assignors are the owners of certain technology and patent rights described and defined below in Paragraph 1; and

WHEREAS, the Assignors desire to assign all of their rights, title and interest in and to the Technology and Patent Rights to the Assignee, and Assignee desires to obtain the Technology and Patent Rights.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.**

(a) "Technology" shall mean any device for measuring bacterial contamination of blood products by means of trapping platelet or bacteria prior to detection by luminescence, and all knowledge, information, know-how, procedures, confidential information, including with out limitation inventions, intellectual property, discoveries, improvements, modifications and enhancements, techniques, concepts, data, technical information and specification (including engineering, testing and manufacturing specifications, diagrams, schematics, charts and lists relating to any of the above), whenever acquired or created, including after the signing of this Agreement.

(b) "Patent Rights" shall mean all rights, title and interest, whenever acquired or created, including but not limited to such right, title and interest acquired, after the signing of this Agreement, in United States Patent serial number: 10/968,203 titled "RAPID AND SENSITIVE DETECTION OF BACTERIA IN BLOOD PRODUCTS, URINE, AND OTHER FLUIDS," and International Application No.: PCT/US2005/037449, titled "RAPID AND SENSITIVE DETECTION OF BACTERIA IN BLOOD PRODUCTS, URINE, AND OTHER FLUIDS," and all rights, title and interest in the Invention and International Patent Application, Docket No.: 122.004WO1 (as well as all rights in any divisions, continuation, continuations-in-part, national applications, or substitute applications) and in any and all patent rights including, but not limited to, Letters Patent and reissues and extensions thereof, of the United States of America and all countries foreign thereto including the right to apply for Letters Patent in the United States of America and foreign countries, (including the right to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise) which have been or may be granted with respect to the Technology.

2. **Assignment of Technology and Patent Rights.** For \$1.00 and other good and sufficient consideration, receipt of which is hereby acknowledged, subject to the terms and conditions set forth in this Agreement, Assignors hereby assign, deliver and otherwise transfer to

Assignee, including Assignee's successors and assigns, all of Assignors' rights, title and interest, of any nature whatsoever whether now known or hereafter known and whether acquired prior to or subsequent to the signing of this Agreement in and to the Technology and Patent Rights, including any and all trademarks, servicemarks, tradenames, licenses, patents, logos, copyrights, trade secrets, business names, software, modifications, derivative works and other intangible or intellectual property of any type or nature associated with the Technology and Patent Rights. The Assignors agree to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the right of Assignee in and to the Technology and Patent Rights.

3. **Warranties.** Assignors represent and warrant that they possess full rights, title and interest in and to the Technology and Patent Rights, that this Agreement does not violate or breach any agreement between Assignors and any third party, and that Assignors have taken all necessary corporate actions and received all necessary consents to this Agreement and are fully authorized to enter this agreement. Assignors shall indemnify Assignee from any and all loss or damage of any kind, including payment of reasonable attorneys' fees arising from a breach of the above warranties.

4. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, exclusive of its conflict of law provisions. Any dispute related to this Agreement shall be venued in the state and/or federal courts in Hennepin County, Minnesota, and the parties hereby waive any claim of forum non conveniens with respect to such venue.

6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. In addition, facsimile or electronic signatures shall be given the same validity as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 20th day of November, 2006.

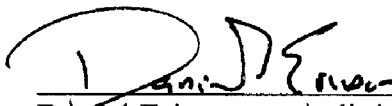
ASSIGNEE:

ZYBAC, LLC

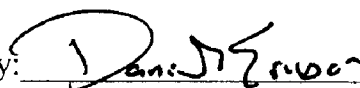
By: 

Its: Chief Manager

ASSIGNORS:


Daniel Ericson, an individual person

SUBC, INC.

By: 
Daniel Ericson

Its: 