## AP19 Rec'd PCT/PTO 03 JUN 2010

Form **PTO-1595** (Rev. 03-09) OMB No. 0651-0027

06-09-2010

" DEPARTMENT OF COMMERCE tates Patent and Trademark Office

RECO	HEPCEUS 10/01
To the Director of the U.S. Patent and Transcription	3599138 suments or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Thomas Boyd Gilligan	Name: XY, LLC
Additional name(s) of conveying party(ies) attached?  ☐Yes ☐No	Internal Address:
3. Nature of conveyance/Execution Date(s): Execution Date(s):	Street Address: 22575 State Highway 6 South
•	City: Navasota
Thomas Boyd Gilligan on May 26, 2010	State: Texas
Assignment	Country: United States Zip: 77868
☐ Joint Research Agreement ☐ Government Interest Assignment ☐ Executive Order 9424, Confirmatory License	Additional name(s) & address(es) attached? ☐Yes ☒No
Other:	
A. Patent Application No.(s):  B. Patent No.(s):	
Additional numbers attached? ☐ Yes ☒ No  5. Name and address of party to whom	6. Total number of applications and patents involved: 1
correspondence concerning document should be mailed:	7. Total fee (37 CFR 3.41)\$40.00
Name: CR MILES, P.C.	☐ Authorized to be charged to deposit account ☐ Enclosed
Internal Address:	None required (government interest not affecting title)
Street Address: 405 Mason Court, Suite 119	8. Payment Information
City: Fort Collins	Deposit account number:
State: CO Zip: 80524	
9. Signature: Signature	6 06/03/2010
Name of Person Signing: Craig Miles	- 540
Total number of pages including cover sheet, attachmer	nts, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571)273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-145

06/07/2010 LLANDGRA 00000039 PCT/US10/01630

05 FC:8021

40.00 OP

PATENT | REEL: 024506 FRAME: 0295

## UNITED STATES PATENT AND TRADEMARK OFFICE **PCT**

Title:

Continuously Regulated Precision Pressure Fluid

**Delivery System** 

Inventors:

Thomas Boyd Gilligan

International Application Number:

International Filing Date:

Receiving Office:

RO/US

**Attorney Docket Number:** 

CMXY-8-PCT

Mail Stop PCT Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

## CERTIFICATE UNDER 37 C.F.R. § 1.10 FOR "EXPRESS MAIL"

Date of Deposit: June \_\_\_\_\_, 2010 Express Mail Label No.: EM527204995US

I hereby certify that this document along with Recordation Form Cover Sheet are being deposited with the United States Postal Service on the date indicated above in an envelope as "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 and addressed to Mail Stop PCT, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-7450. sineder lee lover

Lioudmila Townsend

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Thomas Boyd Gilligan, whose address is 711 Vassar Court, Unit C, College Station, TX 77840 ("Assignor") and XY, LLC having its principal offices at 22575 State Highway 6 South, Navasota, TX 77868 USA ("Assignee").

WHEREAS, Assignor has conceived or developed technology relating to a continuously regulated precision pressure fluid delivery system including the technology described or indicated in the above-identified application, along with any improvements of such technology to the extent conceived or developed during the time serving as a consultant

1

PATENT REEL: 024506 FRAME: 0296 or employee of Assignee or utilizing the trade secrets or confidential information of Assignee, or which are likely to cause disclosure of such trade secrets or confidential information (the "Invention");

WHEREAS, Assignor, either by him or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

- 1. Assignor warrants that:
- a. he has the authority to assign all right, title, and interest in an to the Invention;
- b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent he conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
- 2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - a. all such worldwide rights to make, use, and sell the Invention;
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

2

- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.
- Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.
- 4. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuationin-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.
- 5. Assignor further covenants and agrees that he will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the

3

United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided above.

- 6. Assignor grants the firm of CR MILES, P.C., or other designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.
- 7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this agreement shall remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES:

**RECORDED: 06/03/2010** 

ASSIGNOR: Thomas Boyd Gilligan	Date: 5 (26 ( 2010
UNITED STATES OF AMERICA STATE OF Texas COUNTY OF Brazos	) ) )
Jacks , United States of America	ORN to before me in the County of Braze S., State o a, by Thomas Boyd Gilligan, this day of May, 2010. WITNESS he authority vested in me as a Notary Public by the State o
LORENZA R. NUNEZ MY COMMISSION EXPIRES October 22, 2012	Notary Public My Commission Expires: Oct 22, 3012

5