## 501914757 05/09/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Boval Company	02/27/2012

### RECEIVING PARTY DATA

Name:	XY, LLC
Street Address:	22575 State Hwy 6 South
City:	Navasota
State/Country:	TEXAS
Postal Code:	77868

## PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12807231
Application Number:	11004382

#### **CORRESPONDENCE DATA**

 Fax Number:
 (970)492-0003

 Phone:
 970-492-0000

 Email:
 crmiles@crmiles.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: CR MILES, P.C.

Address Line 1: 405 Mason Court, Suite 119
Address Line 4: Fort Collins, COLORADO 80524

ATTORNEY DOCKET NUMBER:	005-226
NAME OF SUBMITTER:	Craig R. Miles

**Total Attachments: 3** 

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif

> PATENT REEL: 028179 FRAME: 0478

OF \$80.00 1280/231



#### EXHIBIT A

### **Patent Assignment**

This patent assignment ("Assignment") is entered into as of November 20, 2011 by and between Boval Company, a Texas Limited Partnership, having its principal place of business at 505 West Industrial Blvd, Cleburne, Texas 76033 ("Assignor"), and XY, LLC, a Delaware limited liability company, with its principal place of business at 22575 State Hwy 6 South, Navasota, Texas 77868 ("Assignee").

For good and valuable consideration, including, without limitation, payment in the amount of Ten United States Dollars (US\$10.00), the receipt of which is hereby acknowledged, Assignor hereby:

- irrevocably assigns to Assignee: (A)
  - (1) its entire right, title, and interest, everywhere in the world, to
    - (a) the issued patents and pending patent applications set forth on Schedule 1.
- (b) any patent applications and/or patents that may claim priority of the items in (a) (including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements, or treaties),
  - (c) any patent that may be granted on any patent application in (a) or (b), and
- any other rights in the inventions described in any of (a), (b) or (c) including rights to future patent applications in improvements thereof;

(all of the foregoing in (1), collectively, the "Assigned Patents");

- (2)the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Patents based on activities occurring prior to the execution date hereof or hereafter; and
  - any current or future right to receive royalties based on any of the foregoing in (1) or (2); (3)
- agrees upon request of Assignee to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: execute all oaths, assignments, powers, and any other papers necessary to perform Assignor's obligations hereunder and otherwise take any action, and fully cooperate with Assignee to perform Assignor's obligations hereunder, and at Assignee's expense testify in any proceeding, in each case, related to securing and enforcing Assignee's rights related to this Assignment.
- (C) 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 Assigned Patents, 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 Assigned Patents, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country

**PATENT** 

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 permissible.

(D) The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

**ASSIGNOR:** 

**BOVAL COMPANY** 

Ву:
Name Lany Yorkira L
Title: Mising
Date: 2/27/2012
UNITED STATES OF AMERICA )
STATE OF Texas ) ss.
COUNTY OF Johnson

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Johnson, State of Texas, United States of America, by and Landrage 12 day of Ebourge 2012. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of

STEPHANIE LYNN LIESER Notary Public, State of Texas My Commission Expires December 05, 2015

My Commission Expires:

1

## **SCHEDULE 1**

# PATENTS AND PATENT APPLICATIONS

# **Patents**

Patent No.	Issue Date	Application Serial No.	Filing Date	Country	Title/Description
2005311618	March 10, 2011	2005311618	June 4, 2007	Australia	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery
200580047611.0	January 11, 2011	200580047611.0	August 1, 2007	China	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery
555801	April 5, 2011	555801	June 12, 2007	New Zealand	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery

# Patent Applications

Application Serial No.	Filing Date	Country	Title/Description	Status
P1051.8598-0	June 4, 2007	Brazil	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Pending
CA 2590191	May 31, 2007	Canada	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Pending
1867-06		Chile	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Pending
2005852982.7	July 3, 2007	Europe	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Pending
MX/a/2007/006590	June 1, 2007	Mexico	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Pending
12/807,231	August 31, 2010	United States	Method of Generating a Fluid Stream in a Microfluidic Device	Allowed
11/004,382	December 3, 2004	United States	Pressure Regulated Continuously Variable Volume Container For Fluid Delivery	Abandoned

*f* 

PATENT REEL: 028179 FRAME: 0481

**RECORDED: 05/09/2012**