### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Global Liquid & Gas Transfer Technology, LLC	05/30/2012
HART Works Medical, Inc.	05/30/2012

#### **RECEIVING PARTY DATA**

Name:	PumpWorks Acquisition, LLC	
Street Address:	2277 49th Avenue North	
City:	Brooklyn Center	
State/Country:	MINNESOTA	
Postal Code:	55430	

## PROPERTY NUMBERS Total: 9

Property Type	Number	
Patent Number:	5085563	
Patent Number:	7691046	
Patent Number:	5509792	
Application Number:	10351404	
Application Number:	10351424	
Application Number:	60534685	
PCT Number:	US2004000210	
PCT Number:	US2004000209	
PCT Number:	US2005000477	

### **CORRESPONDENCE DATA**

Fax Number: (612)607-7100 6126077595 Phone:

BWrigley@oppenheimer.com Email:

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

**PATENT** 

REEL: 028301 FRAME: 0435

Correspondent Name: Barbara A. Wrigley
Address Line 1: 45 South Seventh Street
Address Line 2: Plaza VII, Suite 3300

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Barbara A. Wrigley

Total Attachments: 4

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PATENT REEL: 028301 FRAME: 0436

### PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>") is made and entered into as of May 30, 2012 (the "<u>Effective Date</u>"), by and between Global Liquid & Gas Transfer Technology, LLC, a Minnesota limited liability company ("<u>Global Liquid</u>"), HART Works Medical, Inc., a Minnesota corporation ("<u>HART Works</u>" and together with Global Liquid, "<u>Assignor</u>"), and PumpWorks Acquisition, LLC, a Minnesota limited liability company ("<u>Assignee</u>").

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other assets, all of the United States patents and patent applications set forth on the attached Schedule A (the "Patents").
- B. Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Patents, and Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Patents.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, international applications or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, international applications or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Global Liquid & Gas Transfer Technology, LLC, a
Minnesota limited liability company

By:
Name:
Title:

HART Works Medical, Inc., a Minnesota corporation

By:
Name:
Title:

PumpWorks Acquisition, LLC,
a Minnesota limited liability company

By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Title:

Global Liquid & Gas Transfer Technology, LLC, a Minnesota limited liability company Name: Title: HART Works Medical, Inc., a Minnesota corporation By: Name: Title: PumpWorks Acquisition, LLC, a Minnesota limited liability company Chief Executive Officer Name:

## SCHEDULE A TO PATENT ASSIGNMENT

<u>Patent #</u> 5,085,563	File Date 1/26/1990	Title A RECIPROCATING PUMP OR MOTOR			
7,691,046	7/10/2006	Nondestructive Fluid Transfer Device			
5,509,792	2/27/1995	Electromagnetically driven reciprocal pump with fluted piston			
US Patents Pending:					
Application # 10/351,404	File Date 1/27/2003	<u>Title</u> *Quick Release Tool for Engaging Elongated Objects, Particularly Suited for Use with Tubing			
10/351,424	1/23/2003	CONTAMINANT FLUSHING DEVICE, SYSTEM, AND METHOD, PARTICULARLY SUITED FOR REFRIGERATION SYSTEM SERVICING			
60/534,685	1/8/2004	Nondestructive Fluid Transfer Device			
PCT International Patents Pending:					
Application # PCT/US2004/000210	File Date 1/27/2004	<u>Title</u> *Quick Release Tool for Engaging Elongated Objects, Particularly Suited for Use with Tubing			
PCT/US2004/000209	1/27/2004	CONTAMINANT FLUSHING DEVICE, SYSTEM, AND METHOD, PARTICULARLY SUITED FOR REFRIGERATION SYSTEM SERVICING			
PCT/US2005/000477	1/10/2005	Nondestructive Fluid Transfer Device			

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