

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	07/10/2012										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Carl J. Freer</td> <td>09/06/2012</td> </tr> <tr> <td>Ericka S. Freer</td> <td>09/06/2012</td> </tr> <tr> <td>Terrence M. Wyles</td> <td>09/06/2012</td> </tr> </tbody> </table>		Name	Execution Date	Carl J. Freer	09/06/2012	Ericka S. Freer	09/06/2012	Terrence M. Wyles	09/06/2012		
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Ericka S. Freer	09/06/2012										
Terrence M. Wyles	09/06/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Aluminaid, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7301 Medical Center Drive, Suite 205</td> </tr> <tr> <td>City:</td> <td>West Hills</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91307</td> </tr> </table>		Name:	Aluminaid, Inc.	Street Address:	7301 Medical Center Drive, Suite 205	City:	West Hills	State/Country:	CALIFORNIA	Postal Code:	91307
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PROPERTY NUMBERS Total: 3											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61670090</td> </tr> <tr> <td>PCT Number:</td> <td>US2012046310</td> </tr> <tr> <td>Application Number:</td> <td>13548055</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61670090	PCT Number:	US2012046310	Application Number:	13548055		
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CORRESPONDENCE DATA											
<p>Fax Number:</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3038800884</p> <p>Email: IP@aluminaid.com</p> <p>Correspondent Name: Terrence M. Wyles, Esq.</p> <p>Address Line 1: Aluminaid, Inc.; 7301 Medical Center Dr.</p> <p>Address Line 2: Suite 205</p> <p>Address Line 4: West Hills, CALIFORNIA 91307</p>											
ATTORNEY DOCKET NUMBER:	ALUM.A-003										

OP \$120.00 61670090

NAME OF SUBMITTER:

Terrence M.. Wyles, Esq.

Total Attachments: 6

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NUNC PRO TUNC ASSIGNMENT

2012 This Assignment Agreement ("Agreement") is entered into and made effective as of ~~December 29, 2011~~ ^{July 10} by and between the following parties: **Carl J. Freer, Erika S. Freer, and Terrence M. Wyles** (hereinafter "Inventors") and **Aluminaid, Inc.**, a Delaware Corporation (hereinafter "Assignee").

BACKGROUND

The **Inventors, Carl J. Freer and Ericka S. Freer**, whose address is Box 4489, Aspen, Colorado 81612, and **Terrence M. Wyles**, whose address is 2404 S. Oakland Cir., Aurora, Colorado 80014, are Co-Inventors of certain new and useful improvements for **THERMALLY CONDUCTIVE, METAL-BASED BANDAGES TO AID IN MEDICAL HEALING AND METHODS OF USE**, the invention for which one or more applications for Letters Patent of the United States have been filed or will be filed, including patent applications filed under the Patent Cooperation Treaty (PCT). The portfolio of presently pending patent applications for the above-mentioned invention includes:

- U.S. Patent Application No. 61/670,090, filed on July 10, 2012, for "Thermally Conductive, Metal-Based Bandages to Aid in Medical Healing and Methods of Use"
- Patent Cooperation Treaty (PCT) Application No. PCT/US2012/46310, filed on July 11, 2012, for "Thermally Conductive, Metal-Based Bandages to aid in Medical healing and Methods of Use"
- U.S. Patent Application No. 13/548,055, filed on July 12, 2012, for "Thermally Conductive, Metal-Based Bandages to aid in Medical healing and Methods of Use"

Collectively, all of the aforementioned prospective patent applications and related inventive disclosures are hereafter referred to as "the present invention".

The Assignee, **Aluminaid, Inc.**, a Delaware corporation whose address is 3000 Olympic Blvd., Suite 2100, Santa Monica, California 90404, desires to obtain full title to all intellectual-property rights associated with the aforementioned present invention.



The parties reached a verbal Agreement for each of the Inventors to assign all of their respective rights in the present invention on July 10, 2012 to the Assignee, prior to the filing of the aforementioned patent applications, and wish to memorialize that Agreement with the present Assignment Agreement.

THEREFORE, the above-captioned parties, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, agree as follows:

1. In exchange for ONE US DOLLAR (\$1) and other good and valuable consideration from the Assignee, the receipt of which is hereby acknowledged by the **Inventors**, the **Inventors** have sold, assigned, and transferred, and by these presents do hereby sell, assign and transfer unto the Assignee, its successors, and its assigns, the entirety of the **Inventors'** right, title, and interest in and to the present invention, said patent applications, all divisions, continuations, continuations-in-part, reissues, or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such

patents and including 100% of the **Inventors'** rights under the International Convention (collectively "the Patent Rights"), and the **Inventors** do hereby authorize and request the Commissioner of Patents to issue said Letters Patent(s) to include the Assignee in accordance herewith.

2. The **Inventors** represent and warrant that the **Inventors** have the right and authority to execute this Assignment and have the right to convey all of the **Inventors'** right, title, and interest in the present invention, and that the **Inventors** have not conveyed, nor will convey hereafter, all or part of the right, title, and interest in the present invention to a third party; and the **Inventors** do hereby covenant and agree with the **Assignee**, its successors, and its assigns, that the **Inventors** shall not execute in writing or do any act whatsoever conflicting with these presents, and that the **Inventors**, or the **Inventors'** executors or administrators, shall at any time upon request, without further or additional consideration, but at the expense of the **Assignee**, its successors, and its assigns, execute such additional writings and do such additional acts as the **Assignee**, its successors, and its assigns, may deem necessary or desirable to perfect the **Assignee's** enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, or extended Letters Patent of the United States, or of any and all foreign countries on the present invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.
3. All applications for Letters Patents in any foreign countries regarding the present invention, whether or not claiming the benefit of the filing date of said United States application(s) and/or otherwise taking advantage of the provisions of the International Convention shall be applied for in the names of all of the parties, unless otherwise agreed to in writing.
4. **No Implied Waiver:** The failure of either party to enforce any right resulting from breach of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
5. **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.
6. **Arbitration:** Any dispute, controversy or claim, whether based on contract, tort, statute, or other legal or equitable theory arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in Denver, Colorado in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes, provided that a party may seek appropriate interim injunctive relief pending the formation of the arbitration panel. The arbitration proceedings shall be confidential.
7. **Integration:** This Agreement memorializes the entire agreement, written or verbal, between the parties with respect to the above-mentioned invention. This Agreement may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties shall not be affected by this Agreement.

 
PATENT

8. **Binding Nature of the Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
9. **Provisions Separable:** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected, or rendered invalid or unenforceable, by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

In Witness Whereof, we have hereunto set our hands and affixed our seals on the dates indicated below.

This document may be executed in multiple counterparts, each of which shall be considered an original.

Carl J. Freer (Inventor):

Signature

#202 10830 Massachusetts Ave
Address/City/State/Zip Washwood, CA 90024

Ericka S. Freer (Inventor):

Signature

P.O. Box 4489 Aspen, CO 81612
Address/City/State/Zip

Terrence M. Wyles (Inventor):

Signature

Address/City/State/Zip

Aluminaid, Inc.

Carl J. Freer, President:

Signature

Box 4489, Aspen CO 81611
Address/City/State/Zip

Subscribed to and sworn to before me on this ____ day of _____, 20____.

State of California, County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 6th day of September, 2012.

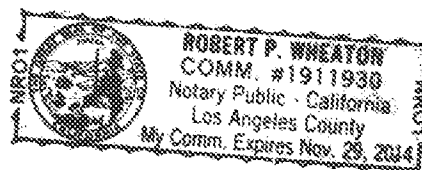
by Carl J. Freer, Ericka S. Freer, Carl J. Freer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Robert P. Wheaton

Notary Public

Notary Seal



[Signature]
[Signature]

NUNC PRO TUNC ASSIGNMENT

This Assignment Agreement ("Agreement") is entered into and made effective as of ~~December 23, 2014~~ ^{July 10, 2012} by and between the following parties: **Carl J. Freer, Erika S. Freer, and Terrence M. Wyles** (hereinafter "Inventors") and **Aluminaid, Inc.**, a Delaware Corporation (hereinafter "Assignee").

BACKGROUND

The **Inventors**, **Carl J. Freer and Ericka S. Freer**, whose address is Box 4489, Aspen, Colorado 81612, and **Terrence M. Wyles**, whose address is 2404 S. Oakland Cir., Aurora, Colorado 80014, are Co-Inventors of certain new and useful improvements for **THERMALLY CONDUCTIVE, METAL-BASED BANDAGES TO AID IN MEDICAL HEALING AND METHODS OF USE**, the invention for which one or more applications for Letters Patent of the United States have been filed or will be filed, including patent applications filed under the Patent Cooperation Treaty (PCT). The portfolio of presently pending patent applications for the above-mentioned invention includes:

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1. In exchange for ONE US DOLLAR (\$1) and other good and valuable consideration from the **Assignee**, the receipt of which is hereby acknowledged by the **Inventors**, the **Inventors** have sold, assigned, and transferred, and by these presents do hereby sell, assign and transfer unto the **Assignee**, its successors, and its assigns, the entirety of the **Inventors'** right, title, and interest in and to the present invention, said patent applications, all divisions, continuations, continuations-in-part, reissues, or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such

patents and including 100% of the **Inventors'** rights under the International Convention (collectively "the Patent Rights"), and the **Inventors** do hereby authorize and request the Commissioner of Patents to issue said Letters Patent(s) to include the Assignee in accordance herewith.

2. The **Inventors** represent and warrant that the **Inventors** have the right and authority to execute this Assignment and have the right to convey all of the **Inventors'** right, title, and interest in the present invention, and that the **Inventors** have not conveyed, nor will convey hereafter, all or part of the right, title, and interest in the present invention to a third party; and the **Inventors** do hereby covenant and agree with the **Assignee**, its successors, and its assigns, that the **Inventors** shall not execute in writing or do any act whatsoever conflicting with these presents, and that the **Inventors**, or the **Inventors'** executors or administrators, shall at any time upon request, without further or additional consideration, but at the expense of the **Assignee**, its successors, and its assigns, execute such additional writings and do such additional acts as the **Assignee**, its successors, and its assigns, may deem necessary or desirable to perfect the **Assignee's** enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, or extended Letters Patent of the United States, or of any and all foreign countries on the present invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.
3. All applications for Letters Patents in any foreign countries regarding the present invention, whether or not claiming the benefit of the filing date of said United States application(s) and/or otherwise taking advantage of the provisions of the International Convention shall be applied for in the names of all of the parties, unless otherwise agreed to in writing.
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Carl J. Freer (Inventor):

Ericka S. Freer (Inventor):

Signature

Signature

Address/City/State/Zip

Address/City/State/Zip

Terrence M. Wyles (Inventor):

Aluminaid, Inc.

Carl J. Freer, President:

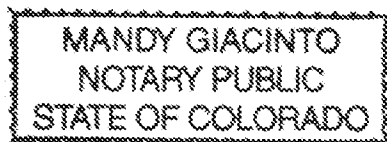
Terrence M. Wyles
Signature

Signature

2404 S. Oakland Cir., Aurora, CO 80014
Address/City/State/Zip

Address/City/State/Zip

Subscribed to and sworn to before me on this 6th day of September, 2012.



Mandy Giacinto
Notary Public
Notary Seal

Aluminaid Assignment

Page 3 of 3

Initials

PATENT

RECORDED: 09/17/2012

REEL: 028972 FRAME: 0008