

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Criterion Health, Inc.	09/10/2013
RECEIVING PARTY DATA	
Name:	Rehabilitation Research of Evansville, Inc.
Street Address:	3701 Bellemeade Avenue
City:	Evansville
State/Country:	INDIANA
Postal Code:	47714
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61108694
Application Number:	12606967
CORRESPONDENCE DATA	
Fax Number:	3172369907
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-635-8900
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Correspondent Name:	Douglas G. Gallagher
Address Line 1:	Bingham Greenebaum Doll LLP
Address Line 2:	2700 Market Tower, 10 West Market Street
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	619328.090703
NAME OF SUBMITTER:	Douglas G. Gallagher
Signature:	/Douglas G. Gallagher/
Date:	09/13/2013
Total Attachments: 3 source=Rehab#page1.tif source=Rehab#page2.tif source=Rehab#page3.tif	

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## ASSIGNMENT

**Criterion Health, Inc.**, a corporation of the State of Washington, having a principal place of business at 6321 Tanglewood Road, Terre Haute, Indiana, 47802, hereinafter referred to as the "Assignor," owns certain items of intellectual property in

### **PATIENT LIFTER,**

which include subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," owned by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States Provisional Patent Application No. 61/108,694, which was filed on October 27, 2008, and

United States Patent Application No. 12/606,967, which was filed on October 27, 2009,

hereinafter referred to as the "Applications."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell, and transfer unto **Rehabilitation Research of Evansville, Inc.**, a corporation of the State of Indiana, having a principal place of business at 3701 Bellemeade Avenue, Evansville, Indiana 47714, hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title, and interest in, to, and under the Intellectual Property,
- (ii) all of the entire worldwide right, title, and interest in, to, and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Applications,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to, and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Applications, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title, and interest, together with all rights of priority and rights of action for infringement, in, to, and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Applications, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

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as related to the Intellectual Property, future developments in the Intellectual Property, the Applications and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Applications, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold, or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell, and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Applications and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Applications in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Applications and any and all applications or patents based on or arising from the Intellectual Property or the Applications, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other

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respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

Assignor:

Robert M. Levy  
Signature (Assignor)

Printed Name: Robert M. Levy

Title: Director of Research & Evaluation

Company: Criterion Health, Inc.

Date: 10 day of September, 2013

Notary:

STATE OF IN )  
COUNTY OF Vigo ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Ramona K. Russell  
Signature (Notary Public):

Printed Name: Ramona K. Russell

Date: 10<sup>th</sup> day of Sept, 20 13

Resident of Vigo County

My Commission Expires: Aug 13, 2016

