

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2589799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYNTHIA BEAMER	02/22/2011
RECEIVING PARTY DATA	
Name:	MIDACARE CORPORATION
Street Address:	4350 LOCKHILL SELMA ROAD
Internal Address:	SUITE 150
City:	SHAVANO PARK
State/Country:	TEXAS
Postal Code:	78249
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13576943
CORRESPONDENCE DATA	
Fax Number:	
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Email:	margaret.drake-studstill@nortonrosefulbright.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MARK T. GARRETT
Address Line 1:	98 SAN JACINTO BOULEVARD
Address Line 2:	SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	VIDA.P0028US/11208292
NAME OF SUBMITTER:	MARK T. GARRETT
Signature:	/Mark T. Garrett/
Date:	10/24/2013
Total Attachments: 2 source=vidap0028usassignment#page1.tif source=vidap0028usassignment#page2.tif	

OP \$40.00 13576943

## ASSIGNMENT

### 1.0 PARTIES

1.1 This Assignment is between Cynthia Beamer, M.D. (the "Assignor"), having a residential address of 15529 Escarpment Oak, Helotes, TX 78023, and Vidacare Corporation (the "Assignee"), a Texas company having a place of business at 4350 Lockhill Selma Rd, Suite 150, Shavano Park, TX 78249. This Assignment is effective on the date of the last party's signature below.

### 2.0 TRANSFER OF RIGHTS

2.1 In exchange for \$12,500 United States Dollars, Assignor sell, assigns, and transfers to Assignee her entire right, title and interest in her intraosseous needle stabilizer invention, including U.S. Provisional Patent Application No. 61/184,035, filed February 2, 2010, including all versions (including any earlier versions), modifications, and improvements (whether inventive or not) to her intraosseous needle stabilizer invention (collectively, "Assignor's Intraosseous Needle Stabilizer Invention"), including but not limited to all intellectual property rights in Assignor's Intraosseous Needle Stabilizer Invention, including trade secret, patent, trademark, and/or copyright rights.

2.2 Assignee will transfer the \$12,500 USD by check to Assignor within 2 business days of receiving an executed copy of this Assignment executed by Assignor.

2.3 Within 10 business days of receiving the payment, Assignor will send all physical models, drawings, and any other writings or data evidencing Assignor's Intraosseous Needle Stabilizer Invention that have not already been sent to Assignee to the following address:

Mark T. Garrett  
Fulbright & Jaworski L.L.P.  
600 Congress Ave., Suite 2400  
Austin, TX 78701

### 3.0 WARRANTIES

3.1 Assignee agrees to transfer an additional \$12,500 USD by check, or at Assignee's sole discretion an equivalent amount of Assignee's stock, to Assignor within 30 days of the first commercial sale of an intraosseous needle stabilizer embodying Assignor's Intraosseous Needle Stabilizer Invention.

3.2 Assignor warrants and covenants that she has the authority to enter this Assignment; that she alone owns the rights she is conveying to Assignee by this Assignment; and that she has done nothing and will do nothing to impair these rights.

3.3 Assignor agrees that Assignee may make any filings, including registrations, extensions and renewals of the same, applications, reissues, and reexaminations that Assignee deems appropriate to record, evidence and protect its interests in Assignor's Intraosseous Needle Stabilizer Invention, and Assignor agrees to cooperate with Assignee by executing any additional

instruments, certificates and other documents relevant to such filings and to otherwise assist Assignee in evidencing, recording and protecting Assignee's interests in the rights Assignor has conveyed by this Assignment.

3.4. Assignor agrees that this Assignment agreement is binding on her heirs, assigns, representatives and successors.

4.0. MISCELLANEOUS

4.1 The parties acknowledge that the language of this assignment is the language of both parties.

4.2 Neither party shall be deemed the scrivener of this assignment for purposes of construing any term.

4.3 This Assignment, and the rights and obligations of the parties under it, shall be governed by and construed in accordance with the laws of the State of Texas, excluding conflicts of law rules which might apply the law of a different jurisdiction. Any action or proceeding arising out of, or in connection with, or by reason of this Agreement, shall be brought in a forum of competent jurisdiction within the State of Texas.

4.4 This Assignment contains the entire agreement between the parties and cancels all prior oral or written undertakings, understandings, agreements or negotiations concerning Assignor's Intraosseous Needle Stabilizer Invention Contributions.

4.5 This Assignment may be executed in multiple counterparts, each of which shall be construed as an original for all purposes.

**Cynthia Beamer, MD**

By: [Signature]

Date: 2/22/11

**Vidacare Corporation**

By: [Signature]

Printed Name: MARK MEYER

Title: Acting President & CEO

Date: 2/25/11