

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2631750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THERMIONICS, INC.	11/01/2013
RECEIVING PARTY DATA	
Name:	APEX MEDICAL CORPORATION
Street Address:	921 E. AMIDON ST.
City:	SIOUX FALLS
State/Country:	SOUTH DAKOTA
Postal Code:	57104
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13373171
Patent Number:	5478988
Patent Number:	5494598
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LANCE D. REICH - LEE & HAYES PLLC
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ATTORNEY DOCKET NUMBER:	C055-0001MI
NAME OF SUBMITTER:	SONIA PAJARES
Signature:	/Sonia Pajares/

OP \$120.00 13373171

Date:

11/27/2013

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT dated as of the 1st day of November, 2013 (the "Patent Assignment"), is entered into by and between Thermionics, Inc., a Georgia corporation doing business as Thermionics Corporation and also known as Thermionics, Corp. ("Assignor"), and Apex Medical Corporation, a South Dakota corporation with office at 921 E. Amidon St., Sioux Falls, South Dakota 57104 ("Assignee"), recites and provides;

WHEREAS, Assignor is the owner of the patents and patent application listed in Schedule A, attached hereto (the "Patents");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of November 1, 2013, by and among Assignor, Assignee and Gregg Harwood, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under (i) the Patents, including all applications and registrations therefor and renewal thereof, (ii) any and all intellectual property and other proprietary rights in and to such Patents and all inventions disclosed therein, including all continuations, continuations-in-part, divisionals, reissues, extensions and re-examinations of said Patents, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past

infringements, misappropriations, or other violations of the Patents; (iv) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Patents; and (v) any and all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Each party will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.


3. This Assignment shall be binding up, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in marking proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

IN WITNESS WHEREOF , the undersigned have executed this Patent
Assignment on the date first written above.

ASSIGNOR:

THERMIONICS, INC.

By: 
Gregg Harwood, President

ASSIGNEE:

APEX MEDICAL CORPORATION

By: _____
Raymond H. Kingsbury, Vice President

IN WITNESS WHEREOF , the undersigned have executed this Patent
Assignment on the date first written above.

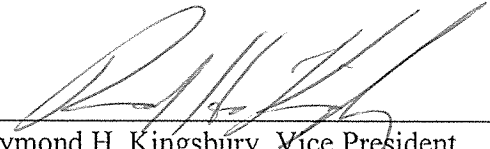
ASSIGNOR:

THERMIONICS, INC.

By: _____
Gregg Harwood, President

ASSIGNEE:

APEX MEDICAL CORPORATION

By:  _____
Raymond H. Kingsbury, Vice President

SCHEDULE A

Title	Owner	Application/Registration No.	Status
Thermal Exchange Composition and Articles for Use Thereof	Thermionics Corporation	5478988	Registered
Thermal Exchange Composition-Containing Packs With Color Signaling Covers	Thermionics, Inc.	Application No. 13/373,171 (U.S. Pub. No. 2013/0073018)	Pending
Heat Exchange Medium and Articles for Use Thereof	Thermionics, Inc.	5494598	Registered