

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2671371

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>HEMOTRANS, INC.</td> <td>12/31/2013</td> </tr> </tbody> </table>		Name	Execution Date	HEMOTRANS, INC.	12/31/2013								
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<table border="1"> <tr> <td>Name:</td> <td>BASS MEDICAL, INC.</td> </tr> <tr> <td>Street Address:</td> <td>2539 JOHN HAWKINS PARKWAY</td> </tr> <tr> <td>Internal Address:</td> <td>SUITE 101</td> </tr> <tr> <td>City:</td> <td>BIRMINGHAM</td> </tr> <tr> <td>State/Country:</td> <td>ALABAMA</td> </tr> <tr> <td>Postal Code:</td> <td>35244</td> </tr> </table>		Name:	BASS MEDICAL, INC.	Street Address:	2539 JOHN HAWKINS PARKWAY	Internal Address:	SUITE 101	City:	BIRMINGHAM	State/Country:	ALABAMA	Postal Code:	35244
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PROPERTY NUMBERS Total: 2													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7131965</td> </tr> <tr> <td>Patent Number:</td> <td>D480805</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7131965	Patent Number:	D480805						
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Patent Number:	7131965												
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CORRESPONDENCE DATA													
Fax Number:	(205)488-5891												
Phone:	205-226-3404												
Email:	ppsmith@balch.com												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
Correspondent Name:	PAMELA PAYNE SMITH												
Address Line 1:	1901 SIXTH AVE N. SUITE 1500												
Address Line 4:	BIRMINGHAM, ALABAMA 35203												
NAME OF SUBMITTER:	PAMELA PAYNE SMITH												
Signature:	/ppsmith/												
Date:	01/08/2014												
<p>Total Attachments: 4 source=Hemo_BASS_Assign_31_Dec_2013#page1.tif source=Hemo_BASS_Assign_31_Dec_2013#page2.tif source=Hemo_BASS_Assign_31_Dec_2013#page3.tif source=Hemo_BASS_Assign_31_Dec_2013#page4.tif</p>													

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of December 31, 2013 (the "Effective Date") from Hemotrans, Inc., an Alabama corporation located at 2539 John Hawkins Parkway, Suite 101, Birmingham, Alabama 35244 ("Assignor") to BASS Medical, Inc., an Alabama corporation located at 2539 John Hawkins Parkway, Suite 101, Birmingham, Alabama 35244 ("Assignee").

BACKGROUND

WHEREAS, Assignor has agreed to assign the Intellectual Property described in Exhibit A attached hereto (the "Intellectual Property") to Assignee, and Assignee has agreed to accept assignment of the Intellectual Property, in each case, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

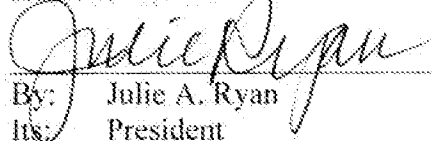
1. Assignment. For ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, conveys and transfers unto Assignee all of its right, title, and interest in, to and under the Intellectual Property together with (a) all associated common law rights; (b) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement or misappropriation of the Intellectual Property, the right to sue, recover, and enforce any licenses or contracts relating to the Intellectual Property and the right to receive royalties under such licenses or contracts, if any; and (c) with respect to the patents or patent applications that make up the Intellectual Property, any continuations, continuations in part, divisions, provisionals, substitute applications, reissues, reexaminations or extensions thereof.
2. No Further Use. Assignor agrees that on and after the Effective Date, it will make no further use of the Intellectual Property.
3. Benefit. All right, title and interest in the Intellectual Property shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Without limitation to the foregoing, Assignor assigns with the Intellectual Property all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.
4. Binding Effect. This Agreement and the covenants and agreements herein contained shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of laws principles. Jurisdiction of the subject matter and the parties to this Agreement shall be vested exclusively in any court of record sitting in Jefferson County, Alabama, and venue shall also be vested exclusively in any such court.
6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement.
7. Notices and Consents. Assignor shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Agreement to any other persons, as Assignee may reasonably request from time to time, and Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions, all of the foregoing at Assignee's expense, that may be necessary or desirable for transferring to Assignee all of Assignor's right, title and interest in the Intellectual Property.
8. Authority. Each of the undersigned represents and warrants that he/she is duly and validly authorized to execute this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both oral and written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by means of a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

Hemotrans, Inc.


By: Julie A. Ryan
Its: President

ASSIGNEE:

BASS Medical, Inc.


By: Julie A. Ryan
Its: President

EXHIBIT A
INTELLECTUAL PROPERTY

Patent Number	Title	Issue Date
7,131,965	Medical Fluid Collection and Removal Device	November 7, 2006
D480,805	Collection and Removal Device for Medical Fluid	October 14, 2003

STATE OF Alabama)

COUNTY OF Jefferson)

I, Michelle Marie Bieder, a Notary Public in and for said County in said State, hereby certify that Julie A. Ryan, whose name as President of Hemotrans, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the 31st day of December 2013.

[Seal]

Michelle Marie Bieder
Notary Public

My Commission Expires

My commission expires: October 25, 2017

