

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2676364

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>RANDALL WELCH</td> <td>09/05/2012</td> </tr> <tr> <td>GWENN ELLERBY</td> <td>11/30/2012</td> </tr> <tr> <td>PETER SCOTT</td> <td>11/30/2012</td> </tr> <tr> <td>BABS SOLLER</td> <td>11/30/2012</td> </tr> <tr> <td>EDWARD ROWAN</td> <td>01/07/2014</td> </tr> </tbody> </table>		Name	Execution Date	RANDALL WELCH	09/05/2012	GWENN ELLERBY	11/30/2012	PETER SCOTT	11/30/2012	BABS SOLLER	11/30/2012	EDWARD ROWAN	01/07/2014
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<table border="1"> <tr> <td>Name:</td> <td>REFLECTANCE MEDICAL, INC.</td> </tr> <tr> <td>Street Address:</td> <td>116 FLANDERS ROAD</td> </tr> <tr> <td>Internal Address:</td> <td>SUITE 1000</td> </tr> <tr> <td>City:</td> <td>WESTBORO</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>01581</td> </tr> </table>		Name:	REFLECTANCE MEDICAL, INC.	Street Address:	116 FLANDERS ROAD	Internal Address:	SUITE 1000	City:	WESTBORO	State/Country:	MASSACHUSETTS	Postal Code:	01581
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number:</p> <p>Email: bsuprise@goodwinprocter.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: GOODWIN PROCTER LLP</p> <p>Address Line 1: 53 STATE STREET</p> <p>Address Line 4: BOSTON, MASSACHUSETTS 02109</p>													
ATTORNEY DOCKET NUMBER:	RMI-001												
NAME OF SUBMITTER:	NATASHA C. US												

Signature:	/Natasha C. Us/
Date:	01/09/2014
<p>Total Attachments: 24</p> <p>source=RMI-001_Assignment#page1.tif source=RMI-001_Assignment#page2.tif source=RMI-001_Assignment#page3.tif source=RMI-001_Assignment#page4.tif source=RMI-001_Assignment#page5.tif source=RMI-001_Assignment#page6.tif source=RMI-001_Assignment#page7.tif source=RMI-001_Assignment#page8.tif source=RMI-001_Assignment#page9.tif source=RMI-001_Assignment#page10.tif source=RMI-001_Assignment#page11.tif source=RMI-001_Assignment#page12.tif source=RMI-001_Assignment#page13.tif source=RMI-001_Assignment#page14.tif source=RMI-001_Assignment#page15.tif source=RMI-001_Assignment#page16.tif source=RMI-001_Assignment#page17.tif source=RMI-001_Assignment#page18.tif source=RMI-001_Assignment#page19.tif source=RMI-001_Assignment#page20.tif source=RMI-001_Assignment#page21.tif source=RMI-001_Assignment#page22.tif source=RMI-001_Assignment#page23.tif source=RMI-001_Assignment#page24.tif</p>	

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Randall Welch; Gwenn Ellerby; Peter Scott; Babs Soller; and Edward Rowan (hereinafter referred to as Assignors), residing at 38 Mulholland Court, Mission Viejo, California 92692; 12 Cooper Road, Natick, Massachusetts 01760; 13 Goulding Drive, Auburn, Massachusetts 01501; 20 2nd Street, Unit 624, Cambridge, Massachusetts 02141; and 101 Fairhaven Hill Road, Concord, Massachusetts 01742; respectively;

WHEREAS, Assignors have invented certain new and useful improvements in PATIENT INTERFACE FOR REUSABLE OPTICAL SENSOR, set forth in a Provisional application for Letters Patent of the United States, already filed on August 11, 2011 as U.S. Application No. 61/522,494; and

WHEREAS, Reflectance Medical, Inc., a corporation organized under and pursuant to the laws of State of Delaware having its principal place of business at 116 Flanders Road, Suite 1000, Westboro, Massachusetts 01581 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect nonprovisionals, divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully

and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.


Randall Welch

Date: _____

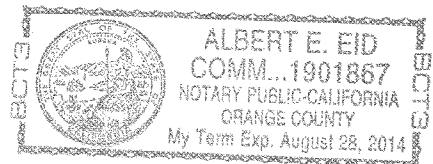
United States of America)
State of Cal.) ss.:
County of Orange)

On this 5th day of Sept, 2012, before me, the undersigned Notary Public, personally appeared **Randall Welch**, proved to me through satisfactory evidence of identification, which was/were Cal. Dr. Lic, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Signature of Notary

(Seal)

My Commission Expires: 08/28/2014



Gwenn Ellerby

Gwenn Ellerby

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared **Gwenn Ellerby**, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Peter Scott

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this ____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared **Peter Scott**, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Babs Soller

Babs Soller

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this ____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared **Babs Soller**, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Edward Rowan

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared **Edward Rowan**, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Randall Welch; Gwenn Ellerby; Peter Scott; Babs Soller; and Edward Rowan (hereinafter referred to as Assignors), residing at 38 Mulholland Ct., Mission Viejo, California 92692; 12 Cooper Road, Natick, Massachusetts 01760; 13 Goulding Drive, Auburn, Massachusetts 01501; 20 2nd Street, Unit 624, Cambridge, Massachusetts 02141; and 101 Fairhaven Hill Road, Concord, Massachusetts 01742, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **PATIENT INTERFACE FOR REUSABLE OPTICAL SENSOR**, set forth in a Patent application for Letters Patent of the United States, already filed on August 9, 2012 as U.S. Application No. 13/570,939; and

WHEREAS, Reflectance Medical, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 116 Flanders Road, Suite 1000, Westboro, Massachusetts 01581 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect nonprovisionals, divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully

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AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Randall Welch

State of)
) ss.
County of)

On _____, before me, _____, personally
appeared Randall Welch, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Inventor: _____
Gwenn Ellerby

Commonwealth of Massachusetts)
County of _____) ss

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared Gwenn Ellerby, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Inventor: _____
Peter Scott

Commonwealth of Massachusetts)
County of _____) ss

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared Peter Scott, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Inventor: _____
Babs Soller

Commonwealth of Massachusetts)
County of) ss

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared Babs Soller, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Inventor: Edward Rowan
Edward Rowan

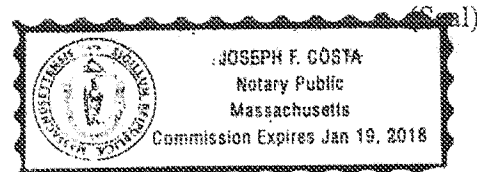
Commonwealth of Massachusetts)
County of) ss

2014 EUSR

On this 7 day of JANUARY, 2012, before me, the undersigned Notary Public, personally appeared Edward Rowan, proved to me through satisfactory evidence of identification, which was/were Mr. Edward Rowan, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Signature of Notary

My Commission Expires: 1/19/15



ASSIGNMENT BY INVENTORS

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GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Inventor: _____
Edward Rowan

Commonwealth of Massachusetts)
County of _____) ss

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared Edward Rowan, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

Inventor:

Babs Soller
Babs Soller

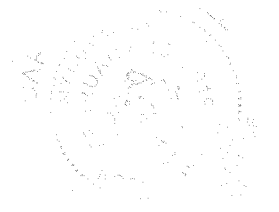
Commonwealth of Massachusetts)
County of Worcester) ss

On this 30th day of November, 2012, before me, the undersigned Notary Public, personally appeared Babs Soller, proved to me through satisfactory evidence of identification, which was/were driverslicense, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Carol M. Powell
Signature of Notary

(Seal)

My Commission Expires: 2/15/2019



Inventor:

Peter Scott
Peter Scott

Commonwealth of Massachusetts)
County of Worcester) ss

On this 30th day of November, 2012, before me, the undersigned Notary Public, personally appeared Peter Scott, proved to me through satisfactory evidence of identification, which was/were drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Carol M. Powell
Signature of Notary

My Commission Expires: 2/15/2019



(Seal)

Inventor:

Gwenn Ellerby

Commonwealth of Massachusetts)
County of Worcester) ss

On this 30th day of November, 2012, before me, the undersigned Notary Public, personally appeared Gwenn Ellerby, proved to me through satisfactory evidence of identification, which was/were drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Carol M. Powell

Signature of Notary

(Seal)

My Commission Expires: 2-15-2019

