

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | OPTION |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MIAMI FAT SUPPLY CORPORATION | 02/17/2012 |
| RECEIVING PARTY DATA | |
| Name: | MEDICAL DEVICE RESOURCE CORPORATION |
| Street Address: | 5981 GRAHAM CT. |
| City: | LIVERMORE |
| State/Country: | CALIFORNIA |
| Postal Code: | 94550 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8100874 |
| CORRESPONDENCE DATA | |
| Fax Number: | (561)625-6572 |
| Phone: | 561-625-6575 |
| Email: | uspatents@mchaleslavin.com |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | |
| Correspondent Name: | MCHALE & SLAVIN, P.A. |
| Address Line 1: | 2855 PGA BOULEVARD |
| Address Line 4: | PALM BEACH GARDENS, FLORIDA 33410 |
| ATTORNEY DOCKET NUMBER: | 4127U.000 |
| NAME OF SUBMITTER: | MICHAEL A. SLAVIN |
| Signature: | /Michael Slavin/ |
| Date: | 01/22/2014 |
| Total Attachments: 3 source=USP8100874Agreement#page1.tif source=USP8100874Agreement#page2.tif source=USP8100874Agreement#page3.tif | |

AGREEMENT

This Agreement is between Miami Fat Supply, a Florida Corporation, located at 5401 NW 102nd Ave., #134, Sunrise, FL 33351 ("Miami Fat") and Medical Device Resource Corporation, a California Corporation located at 5981 Graham Ct., Livermore, CA 94550 ("MDR").

WHEREAS, Miami Fat and MDR are joint owners of U.S. Patent Reg. No. 8,100,874 ("the '874 Patent") entitled "Tissue Refining Device." Miami Fat and MDR desire to acknowledge that neither party can license, sublicense, or sell the rights to the '874 Patent without the written approval of the other party.

WHEREAS, Miami Fat and MDR desire to enter into an agreement wherein Miami Fat agrees to sell proprietary molded parts to MDR and MDR will assemble a device pursuant to the '874 Patent, and will market the device under the mark Aquavage.

WHEREAS, NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. MANUFACTURING

It is agreed that Miami Fat shall sell proprietary molded parts to MDR based upon Pat. Reg. '874.

2. PRICING

Miami Fat's proprietary parts shall include a 3 liter canister, funnel separator, outer lid, lid cap, and Jordy fat tube connector ("parts") and the parts will be invoiced to MDR at a rate of \$39.00. The rate is subject to change if there is an increase in Miami Fat's material or manufacturing costs for any of the parts. Miami Fat will provide at least thirty days notice before a rate increase. All orders must be accompanied with a signed purchase order. All payments due shall be made in United States currency.

3. MINIMUM ORDER

A minimum amount of 250 units is required for each order placed with Miami Fat, FOB shall be Sunrise Florida.

4. MARKING

MDR shall mark all products or product packaging with Pat. Reg. No. 8,100,874.

5. TERM

This Agreement shall be effective as of the date of execution by both parties and shall expire upon the expiration of the '874 Patent; unless sooner terminated by the parties pursuant to the terms of this Agreement.

6. MDR SALES

MDR agrees to sell and distribute the product under the mark AquaVage as a sterile Class II device in any and all markets, foreign and domestic.

7. MIAMI FAT SALES

Miami Fat Supply agrees to sell and distribute the product under the mark Red Head as a non-sterile Class I device in any and all markets, foreign and domestic.

8. RESERVATION

The parties may not assign or grant sublicenses under this agreement without the written consent of the other party. The parties must also agree on any sale or licensing of the '874 Patent, or distribution of the device beyond what is defined in this Agreement

9. PATENT SALE

specifically sub 2/17/12 / MJ. 2/17/12
In the event of a sale or licensing OF THE '874 Patent, it is agreed and understood that the proceeds would be split 50/50 between the parties.

MJ. **9. IMPROVEMENT PATENTS**

Any improvement patent that is jointly prosecuted shall be jointly owned by the parties, including divisionals, continuations, reissues or substitute U.S. patent applications that are based on the '874 Patent. In the event of a sale of any jointly owned patent, or licensing thereof, revenues will be divided 50/50. Any improvement patent that is developed solely by one party shall not be subject to this Agreement.

MJ. **9. INFRINGEMENTS**

Miami Fat and MDR agree to jointly prosecute infringers of the '874 Patent. The parties agree to fully cooperate with the other party in the prosecution of any such suit and evenly pay litigation costs. All sums recovered from a jointly prosecuted lawsuit shall be divided equally

10. INSURANCE

MDR shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in Florida and having a Moody's rating of B+ or better, standard Product Liability Insurance naming Miami Fat Supply, and its officers, directors, employees, agents, and shareholders, as an additional insured. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Products or any material used in connection with the AquaVage. The amount of coverage shall be commercially reasonable.

11. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

12. JURISDICTION AND DISPUTES

This Agreement shall be governed by the laws of Florida. All disputes hereunder shall be resolved in the applicable state or federal courts of Florida. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

13. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

14. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

15. ASSIGNABILITY

The grant herein may not be assigned by any act or by operation of law unless in connection with a transfer of substantially all the assets of a party or with the consent of parties.

16. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Miami Fat Supply Corporation

By: 

Title: President

Date: 2/17/12

Medical Device Resource Corporation

By: 

Title: Pres

Date: 2/17/12