## 502650456 01/24/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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EPAS ID: PAT2697064

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY	DATA		<u> </u>			
			lame Execution Date		]	
KEVIN MAHER				09/20/2010		
RECEIVING PARTY	DATA					
Name:	me: ULTRATHERA TECHNOLOGIES, INC.					
Street Address:	3595 EAST F0	3595 EAST FOUNTAIN BOULEVARD				
Internal Address:	SUITE E2					
City:	COLORADOS	COLORADO SPRINGS				
State/Country:	COLORADO					
Postal Code:	80910					
Application Number: 139572		226				
CORRESPONDENCI	E DATA				1	
Fax Number: (618)655-9640						
Phone: Email:		692-26	00 nelli.com			
Correspondence will be sent via US Mail when the email attempt is unsuccessful.  Correspondent Name: POLSINELLI PC						
Address Line 1: 105 WEST VANDALIA STREET						
Address Line 2: SUITE 400						
Address Line 4: EDWARDSVILLE, ILLINOIS 62025						
ATTORNEY DOCKET NUMBER:		P189559.WO.US.02				
NAME OF SUBMITTER:			REBECCA L. ENDSLEY, PARALEGAL			
Signature:			/Rebecca L. Endsley/			
Date:			01/24/2014			

502650456 PATENT REEL: 032042 FRAME: 0526

## **ASSIGNMENT**

WHEREAS, I, Kevin Maher, residing at 3595 East Fountain Boulevard, Suite E2, Colorado Springs, Colorado 80910, (hereinafter, individually the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Vestibular Stimulation Systems and Methods of Use," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/744,896, filed on May 26, 2010 (the "Utility Application") with attorney docket no. P189559.WO.US.01; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Ultrathera Technologies, Inc., a corporation organized and existing under the laws of the State of <u>Colorado</u>, and having its principal place of business at 3595 East Fountain Boulevard, Suite E2, Colorado Springs, Colorado 80910 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and

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agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon
the date indicated below.
Date: 09/20/20/0, 2010 By: Sevin Maher Pres. CEO UTI
STATE OF <u>Colovado</u> )
COUNTY OF EI POSO ) ss.
On this <u>2014</u> day of <u>September</u> , 2010, before me a Notary Public in and for said county, personally appeared Kevin Maher who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.
(SEAL)  CONSTANCIA ALVAREZ  NOTARY PUBLIC  STATE OF COLORADO  MY COMMISSION EXPIRES 03/29/11  Oristance Alvary  Notary Public
My commission expires:

## **ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Ultrathera Technologies, Inc.

Date: <u>09/30</u>	<u>20/0</u> , 2010	By: President/CEO
STATE OF Col		
COUNTY OF <u>El</u>	Paso ) ss.	
said county, persona Assignee, Ultrathera represented and ack	ally appeared Kevin Mat Technologies, Inc., who mowledged that he/she	21, 2010, before me a Notary Public in and for ner, the above-mentioned representative of the conception of executed the foregoing patent Assignment, and had the requisite corporate authority to execute and executed as a free act and deed.
(SEAL)	CONSTANCIA ALVARI NOTARY PUBLIC STATE OF COLORAD MY COMMISSION EXPIRES 03/28	o Contanio Alare
My commissi		

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RECORDED: 01/24/2014