

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2714168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GILERO, LLC	01/29/2009
RECEIVING PARTY DATA	
Name:	YUKON MEDICAL, LLC
Street Address:	2200 GATEWAY CENTRE BLVD.
City:	MORRISVILLE
State/Country:	NORTH CAROLINA
Postal Code:	27560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8636703
CORRESPONDENCE DATA	
Fax Number:	
Phone:	919-286-8000
Email:	marcisweda@mvalaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CHRISTOPHER J. KNORS
Address Line 1:	430 DAVIS DR., SUITE 500
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	034581-000015
NAME OF SUBMITTER:	CHRISTOPHER J. KNORS, REG. NO. 45569
Signature:	/Christopher J. Knors/
Date:	02/05/2014
Total Attachments: 4 source=034581-000015 Assignment for 8636703#page1.tif source=034581-000015 Assignment for 8636703#page2.tif source=034581-000015 Assignment for 8636703#page3.tif source=034581-000015 Assignment for 8636703#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered as of January 29, 2009, by and between Gilero, LLC ("Assignor"), a Delaware limited liability company, and Yukon Medical, LLC ("Assignee"), a Delaware limited liability company.

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the patent applications, patents, and associated inventions (collectively, the "Inventions") as described on Exhibit A, and has filed and is the sole and exclusive owner of all rights in the patents and patent application(s) identified on Exhibit A; and

WHEREAS, in connection with a reorganization of Assignor, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, Assignor's entire right, title, and interest in and to the Inventions and the Patent Rights (as hereinafter defined), as well as to certain other intellectual property rights as identified herein.

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

1. Assignment of Patent Rights and Unpatented Intellectual Property. Assignor agrees to assign and hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to:

- a. the patents and patent applications identified on Exhibit A, including but not limited to any patents issuing based on any patent applications identified on Exhibit A, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, reexaminations, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively, the "Patent Rights"); and
- b. Any and all trade secrets, designs, know how, inventions, ideas, improvements, notebooks, copyrighted materials, and work product, and all related intellectual property rights created, developed or invented by Assignor prior to the Effective Date and that arise from internal research and development activities performed by Assignor (i.e., activities that are not a part of any services engagement for a customer of Assignor), including but not limited to: (1) activities related to projects designated by Gilero as Yukon; and (2) any know-how relating to the Patent Rights (the "Unpatented Intellectual Property").

The term "**Transferred Intellectual Property**" means, collectively, the Patent Rights and the Unpatented Intellectual Property.

2. Additional Assignment Terms. Assignor further agrees to and, hereby does sell, assign, transfer and convey to Assignee: (i) any and all rights to recover past, present and future damages for infringement of the Transferred Intellectual Property, and (ii) all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants for the Transferred Intellectual Property, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Transferred Intellectual Property in the name of Assignee, as the holder to the entire interest therein.
3. Assurances. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignment of the Transferred Intellectual Property and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the Transferred Intellectual Property, including without limitation, the execution and delivery of such notices and documents as may be necessary or relevant for Assignee to pursue, protect or exploit its rights hereunder. Without limiting the foregoing, Assignor agrees to execute upon Assignee's request any additional forms of Assignment consistent with this Agreement, and, at the expense of Assignee, to take all necessary and reasonable steps to record such executed Assignment(s) in the Assignments branch of the United States Patent and Trademark Office and in the respective patent office or governmental agency in each jurisdiction as requested by Assignee. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document reasonably requested by Assignee under this Section 3, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
4. Consideration. In consideration of this assignment, Assignee shall pay Assignor US \$1.00. Such amounts shall be the only consideration required of Assignee with respect to the subject matter of this Agreement.
5. Assignor Representations. Assignor hereby warrants and represents (a) that Assignor has the full right and authority to convey the entire interest herein assigned, (b) that Assignor has not executed, and will not execute, any agreement in conflict herewith, (c) that there are no licenses or other agreements pursuant to which any other person or entity is granted any right, title or interest in the Transferred Intellectual Property, (d) that Assignor is the sole and exclusive owner of the entire legal and beneficial right, title and interest in the Transferred Intellectual Property and that the Transferred Intellectual

Property is free and clear of any lien, charge, security interest, claim or other such encumbrance, and (e) that the no part of the Transferred Intellectual Property has been adjudged invalid or unenforceable by any relevant patent authority or court of competent jurisdiction.

6. Miscellaneous. The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, Assignor's heirs, assigns and other legal representatives. This Agreement and its attached Exhibit A, hereby incorporated by reference, contain the entire understanding of the parties with respect to the subject matter hereof. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The waiver by any party hereto of any right hereunder or the failure to perform or of a breach by any party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other parties whether of a similar nature or otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

Gilero, LLC

By: Theodore J. Mosler
Name: Theodore J. Mosler
Title: VP

Accepted and acknowledged:

ASSIGNEE:

Yukon Medical, LLC

By: Todd Korogi
Name: Todd Korogi
Title: President/CEO

Exhibit A

Patents and Patent Applications

Country /Application No.	Title	Filing Date (MM/DD/YYYY)
U.S. Provisional Application No. 60/965,555	Vial Access and Injection System	8/21/2007
U.S. Provisional Application No. 61/003,676	Vial Access and Injection System	11/19/2007
U.S. Provisional Application No. 61/066,974	Vial Access and Injection System (incorrectly titled Anti-contamination cover for fluid connection ports)	2/25/2008
U.S. Provisional Application No. 61/072,543	Dual Vial Access and Drug Reconstitution Device	4/1/2008
U.S. Provisional Application No. 61/133,179	Dual Vial Access, Drug Reconstitution and Injection Device	6/26/2008
U.S. Provisional Application No. 61/201,964	Dual Vial Reconstitution Device	12/17/2008
PCT/US08/73870	Vial Access and Injection System	8/21/2008
PCT/US08/84055	Needle Safety Mechanism	11/19/2008