## 502667626 02/05/2014

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2714233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LISA HERICKHOFF	06/30/2000
JOHN SCHENK	06/28/2000

## **RECEIVING PARTY DATA**

Name:	XY, INC.
Street Address:	3801 RAMPART ROAD
Internal Address:	ARBL BUILDING
City:	FORT COLLINS
State/Country:	COLORADO
Postal Code:	80523-1683

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13764390

#### **CORRESPONDENCE DATA**

 Fax Number:
 (936)870-3115

 Phone:
 936 870-3960

Email: patents@sexingtechnologies.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: XY, LLC

Address Line 1: 22575 STATE HIGHWAY 6 SOUTH

Address Line 2: RYAN CHRISTENSEN
Address Line 4: NAVASOTA, TEXAS 77868

	PATENT
Signature:	/Ryan Christensen/
NAME OF SUBMITTER:	RYAN CHRISTENSEN
ATTORNEY DOCKET NUMBER:	XY-12 (US) CONT 6

502667626 REEL: 032146 FRAME: 0179

Date:	02/05/2014
Total Attachments: 6 source=SchenketalAssigndtd63000#page1. source=SchenketalAssigndtd63000#page2. source=SchenketalAssigndtd63000#page3. source=SchenketalAssigndtd63000#page4. source=SchenketalAssigndtd63000#page5. source=SchenketalAssigndtd63000#page6.	tif tif tif tif

PATENT REEL: 032146 FRAME: 0180

In Re the Application	of: George E. S	Seidel, Lisa Herickhoff, John	Schenk
For:	Sex Specific In	nsemination of Mammals Wit	th Low Number of Sperm Cells
Serial Number:	(original US) (original US) (PCT) PCT/US	09/015,454	(new)
Filed:	` -	31 December 1997 29 January 1998 ember 1998	(new)
Assignee:			

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Lisa Herickhoff, 5123 E. County Road 52, Fort Collins, CO 80524, and John Schenk, 1906 Constitution, Fort Collins, CO 80526, (each an "Assignor" and collectively "Assignors") and XY, Inc., a Colorado Corporation having its principal office at: 3801 Rampart Road, ARBL Building, Fort Collins, CO 80523-1683 (the "Assignee").

WHEREAS the Assignors have conceived or developed technology relating to a "Sex Specific Insemination of Mammals With Low Number of Sperm Cells" which for the purpose of this assignment further includes those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, or improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee, or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS each Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS each Assignor acknowledges his/her obligation to assign all right, title and interest in the Invention to Assignee; and

PATENT REEL: 032146 FRAME: 0181 WHEREAS each Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

- 1. Each Assignor warrants that:
- a. he/she has the authority to assign all right, title and interest originated now or hereafter by him/her involving the Invention,
- b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee,
- c. to the extent each individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights, and
- d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
- 2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - a. all such worldwide rights to make, use, and sell the Invention,
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-entitled application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,

- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all rights, titles, and interests involving the Invention under any foreign government, and
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention.
- 3. Each Assignor covenants that he/she will not execute any agreement in conflict with this Assignment and will not take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Each Assignor covenants that he/she will promptly and continuously inform the Assignee of any articles, patents, or other references or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.
- 4. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in paragraphs 1, 2 and 3 above, the Assignee maintains the entire right, title, and interest in and to the Invention. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-entitled application, and to any division, substitution, continuation or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, and evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes and evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history or status of any application for United States or foreign patents relating to the Invention.
- 5. Each Assignor further covenants and agrees that he/she will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided in paragraph 4 above.
- 6. Each Assignor further covenants and agrees that he/she will communicate to the Assignee any facts known to him/her respecting any improvements encompassed by the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, and reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

- 7. Each Assignor grants the firm of Santangelo Law Offices, P.C., 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 Office or any foreign patent office for recordation of this document, including but not limited to inserting the application number, the execution date, or the filing date of the above-entitled United States Patent Application based upon the Invention.
- 8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

Date:	Office	, 30,	2000

The ather	del 114
Lisa Herickhoff	-00

UNITED STATES OF AMERICA	)
STATE OF COLORADO	)ss
COUNTY OF LARIMER	)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Lisa Herickhoff, this 30 day of June, 2000.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

NATION TO TAR DEPLOY OF COLOR

My Commission Expires 07/15/2003

Mannon Mation-Kammera Notary Public

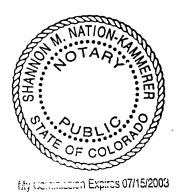
My Commission Expires: 7-15-2603

Date: 28/14 00	John Schenk
, -	John Schenk

UNITED STATES OF AMERICA )
STATE OF COLORADO )ss.
COUNTY OF LARIMER )

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by John Schenk, this <u>28</u> day of June, 2000.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



Notary Public

My Commission Expires: 7-15-2003

Mannon Hation-Kammerer

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