

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2765416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF MARYLAND	04/29/2013
RECEIVING PARTY DATA	
Name:	ANTHROTRONIX, INC.
Street Address:	8737 COLESVILLE ROAD
City:	SILVER SPRING
State/Country:	MARYLAND
Postal Code:	20910
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6895305
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	1134-102
NAME OF SUBMITTER:	MARK M. BRANDSDORFER, ESQ.
SIGNATURE:	/markmbrandsdorfer/
DATE SIGNED:	03/12/2014
Total Attachments: 4	
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EXHIBIT 2

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the date of signature below, is entered into by and between the University of Maryland, a public agency and instrumentality of the University System of Maryland, on behalf of its Office of Technology Commercialization, located at 0133 Cole Field House, University of Maryland, College Park, Maryland 20742 ("Assignor") and AnthroTronix, Inc., a corporation organized under the laws of the State of Maryland and having a principal place of business at 8737 Colesville Road, Silver Spring, Maryland 20910 ("Assignee"). Assignor and Assignee are referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of various rights, title and interest in and to the inventions (the "Inventions") as described in University of Maryland Intellectual Property Disclosure IS-2000-098 and further described and claimed in the United States and foreign patents and patent application as listed on Exhibit 1 (collectively the "Inventions and Patents");


WHEREAS, Assignor and Assignee executed a Patent Purchase Agreement (the "Purchase Agreement"), effective April 29, 2013, the terms of which are incorporated herein by reference, in which Assignor sold to Assignee all Assignor's rights in the Inventions and Patents and Assignee accepted all Assignor's rights, title and interests in and to the Inventions and Patents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Patent Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):
 - (a) the provisional patent applications, patent applications and patents listed in **Exhibit 1** (the "Patents");
 - (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;
 - (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
 - (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
 - (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
 - (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), 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;
 - (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and (iv) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
 3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor

By:  March 25, 2013
Date
Gayatri Varma
Executive Director
Office of Technology Commercialization
University of Maryland

STATE OF Maryland
COUNTY OF Prince George's

On 3/25/13, before me, Danica Thomas, Notary Public in and for said State, personally appeared Gayatri Varma, personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (Seal)

Assignee

By:  4/29/13
Date
Carl Pompei
Executive Vice President & Chief Financial Officer

EXHIBIT I

UNITED STATES AND FOREIGN PATENTS AND PATENT APPLICATIONS

A. United States Patents and Patent Claims Owned Jointly by Seller and Purchaser:

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>	<u>Patent Claims Owned Jointly by Seller and Purchaser</u>
6895305	US	02/27/2002	Robotic apparatus and wireless communication system Corinna E. Lathan	1 - 45 and 54

B. United States Patents and Patent Claims Owned Exclusively by Purchaser:

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>	<u>Patent Claims Owned Exclusively by Purchaser</u>
6895305	US	02/27/2002	Robotic apparatus and wireless communication system Corinna E. Lathan	46 - 53

C. United States Provisional Patent Applications, International Patent Applications and Foreign Patent Applications

<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent Application and First Named Inventor</u>
60/271765	US	02/27/2001	Interactive electronic system Corinna E. Lathan
EP02728366.2	EP	02/27/2002	Robotic apparatus and wireless communication system Corinna E. Lathan
JP2002-568610	JP	02/27/2002	Robotic apparatus and wireless communication system Corinna E. Lathan
PCT/US2002/006026	WO	02/27/2002	Robotic apparatus and wireless communication system Corinna E. Lathan
JP2007-339674	JP	12/28/2007	Robotic apparatus and wireless communication system Corinna E. Lathan