

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2868124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT	
<b>EFFECTIVE DATE:</b>	05/22/2014	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	INNOVATIVE MEDICAL PRODUCT, INC.	05/22/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INNOVATIVE MEDICAL PRODUCTS, INC.	
<b>Street Address:</b>	87 SPRING STREET	
<b>City:</b>	PLAINVILLE	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06062	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	12001194
	<b>Patent Number:</b>	8048082
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(860)249-0203	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2025071776	
<b>Email:</b>	dwasserbauer@wasserbauerlaw.com	
<b>Correspondent Name:</b>	WASSERBAUER LAW LLC	
<b>Address Line 1:</b>	PO BOX 382	
<b>Address Line 4:</b>	COLLINSVILLE, CONNECTICUT 06022	
<b>NAME OF SUBMITTER:</b>	DAMIAN WASSERBAUER	
<b>SIGNATURE:</b>	/s/Damian Wasserbauer/	
<b>DATE SIGNED:</b>	05/22/2014	
<b>Total Attachments: 4</b>		
source=PATENT ASSIGNMENT Innovative Medical Product#page1.tif		
source=PATENT ASSIGNMENT Innovative Medical Product#page2.tif		
source=PATENT ASSIGNMENT Innovative Medical Product#page3.tif		
source=PATENT ASSIGNMENT Innovative Medical Product#page4.tif		

## **PATENT ASSIGNMENT *nunc pro tunc***

This Assignment ("**Agreement**") is entered into as of the date set forth below (the "**Effective Date**") by and between **Innovative Medical Product Inc.** (each an "**Assignor**") and **Innovative Medical Products, Inc.**, a Connecticut Corporation (#0156464) having a place of business at 87 Spring Lane, PO Box 8082, Plainville, CT 06062 ("**Assignee**").

Page | 1

**WHEREAS**, the patents on the attached list were assigned by the inventors by error in corporate name of the party and, specifically, assigned to "Innovative Medical Product Inc" which are trade names and doing business name d/b/a of party Innovative Medical Products, Inc. and the intent of the parties was to assign to the legal entity Innovative Medical Products, Inc.

**WHEREAS**, Innovative Medical Products, Inc. wishes to correct these assignments nunc pro tunc as of the date each of the inventors originally conveyed all right, title and interest in and to patents and patent applications, and in and to any invention described therein, and having full right to convey the entire interest both legal and equitable herein assigned; and

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to said patents, and patent applications and any invention described therein and any and all patents to be obtained therefore, all as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the above premises and the covenants of the parties to be faithfully performed, Assignor intending to be legally bound, agrees as follows:

### **1. DEFINITIONS**

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement:

"**Assigned Patents**" shall mean any and all patents and applications in The United States of America and worldwide with respect to which the foregoing claims priority, and any and all patents issuing from the foregoing, and any and all foreign patents or patent applications, corresponding and/or claiming priority in any way to any of the foregoing, and all continuations, continuations-in-part, divisionals, reexaminations, and reissues of any of the foregoing on Schedule A.

### **2. ASSIGNMENT GRANT**

In consideration of good and valuable consideration received by the undersigned, the undersigned do hereby grant the entire right, title and interest in and to said invention or inventions, as described in the Assigned Patents, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

Page | 2

- a. Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- b. To cooperate to the best of our ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

## MISCELLANEOUS

3.1 Non-Agency. Nothing in this Agreement shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Assignor and Assignee.

3.2 Entire Agreement, Amendments, and Waivers. This Agreement constitutes and contains the entire agreement between Assignor and Assignee, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. This Agreement may be amended or modified or one or more provisions hereof waived only by a written instrument signed by the parties. No delay or omission by any party in exercising any right or power arising from any default by the other party shall be construed as a waiver of such default, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising from any default by a party. No waiver of any breach of any covenant or other condition shall be construed to be a waiver of or consent to any previous or subsequent breach of the same or of any other covenant or condition.

3.3 Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded. However, in the event a part or provision of this Agreement is held to be invalid or unenforceable or in conflict with law for any reason, the parties shall replace any invalid part or provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

3.4 Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed under applicable federal law and the laws of the State of Connecticut, excluding any conflict of law provisions. The parties hereby submit to the nonexclusive jurisdiction of the state and federal courts located in Hartford, Connecticut.

3.5 Notices. All notices required or permitted under this Agreement shall be given in writing and shall be sent via overnight carrier, or via facsimile and regular mail.

3.6 Third Party Beneficiaries and Assignment. Except as explicitly set forth herein, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party or to confer any rights on any party other than Assignor or Assignee or its Affiliates and permitted assigns.

3.7 Not to be Construed Against Drafter. The Parties have each been represented by counsel in the negotiation of this Agreement and have jointly prepared this Agreement with counsel's assistance. In the event of an ambiguity or a question of contract interpretation arises, no provision of this Agreement shall be construed based on any particular party having drafted the Agreement or such provision.

3.8 Headings. The headings and subheadings contained herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement. Page | 3

3.9 Counterparts. This Agreement may be executed in counterparts or duplicate originals, each of which shall be regarded as one and the same instrument, and which shall be the official and governing versions in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures and such signatures or other digital images of the signatures shall be deemed to bind each Party as if they were original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth below.

**Effective Date:** May 22, 2014

**Assignee:**

By: \_\_\_\_\_

Print Name: Alan A. Wasley

Title: Innovative Medical Product Inc.

State of Connecticut   )  
  ) ss:  
County of Hartford       )

**Assignor:**

By: \_\_\_\_\_

Print Name: Earl Cole

Title: Officer Innovative Medical Products, Inc.

On this 22<sup>nd</sup> day of May, 2014, before me personally appeared **Alan A. Wasley** to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

State of Connecticut   )  
  ) ss:  
County of Hartford       )

On this 22<sup>nd</sup> day of May, 2014, before me personally appeared **Earl Cole** to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

**List of Patents**

<b>Patent No.</b>	<b>Application No.</b>	<b>Issue Date</b>	<b>Inventor(s)</b>	<b>Title</b>
<b>8,048,082</b>	<b>12/001,194</b>	<b>11/01/2011</b>	<b>Edward N. DeMayo</b>	<b>Non-Invasive Femoral Distractor For Use in Knee Surgery</b>

Page | 4