

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3053897

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| RICHARD H. FEINS | 09/22/2014 |
| TOM BIRCHARD | 09/09/2014 |
| W. ANDREW GRUBBS | 09/08/2014 |
| DON AIKIN | 09/08/2014 |
| DANIEL C. FUCCELLA | 07/29/2014 |
| RECEIVING PARTY DATA | |
| Name: | KINDHEART, INC. |
| Street Address: | 1067 CANTERBURY LANE |
| City: | CHAPEL HILL |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27517 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14340265 |
| CORRESPONDENCE DATA | |
| Fax Number: | (818)332-4205 |
| <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> | |
| Phone: | 8184888141 |
| Email: | PTDocketing@eclipsegrp.com |
| Correspondent Name: | JENNIFER H. HAMILTON |
| Address Line 1: | THE ECLIPSE GROUP LLP |
| Address Line 2: | 6345 BALBOA BLVD., BLDG. IV, SUITE 190 |
| Address Line 4: | ENCINO, CALIFORNIA 91316 |
| ATTORNEY DOCKET NUMBER: | KHT13001CIP |
| NAME OF SUBMITTER: | JENNIFER H. HAMILTON |
| SIGNATURE: | /Jennifer H. Hamilton/ |
| DATE SIGNED: | 10/06/2014 |
| Total Attachments: 7 | |
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ASSIGNMENT

This Assignment ("Assignment") shall be effective as of July 24, 2014 ("Effective Date") by and between:

Richard H. Feins, an individual, residing in Chapel Hill, NC;

Tom Birchard, an individual, residing in Chapel Hill, NC;

W. Andrew Grubbs, an individual, residing in Chapel Hill, NC;

Don Aikin, an individual, residing in Wake Forest, NC; and

Daniel C. Fuccella, an individual, residing in Cary, NC; (collectively "ASSIGNORS");
and

KindHeart, Inc. a North Carolina company, having a principal place of business at 1067 Canterbury Lane, Chapel Hill, NC 27517 ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNORS, through each ASSIGNOR'S respective fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, jointly invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "SURGICAL SIMULATION ASSEMBLY," U.S. Patent Application Serial No. 14/340,265 filed on July 24, 2014 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of each ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for each ASSIGNOR'S respective employment with ASSIGNEE, and/or based upon the duty of fidelity of each ASSIGNOR to ASSIGNEE, agree to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNORS during ASSIGNORS' employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are jointly executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE their equal and undivided right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE their equal, full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNORS also assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNORS assign all of ASSIGNORS' equal and undivided right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of all ASSIGNORS, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE'S request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date 9/22/2014By Richard H. Feins
Richard H. Feins

Date _____

By _____
Tom Birchard

Date _____

By _____
W. Andrew Grubbs

Date _____

By _____
Don Aikin

Date _____

By _____
Daniel C. Fuccella

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date _____

By _____

Richard H. Feins

Date September 9, 2014 _____

By _____



Tom Birchard

Date _____

By _____

W. Andrew Grubbs

Date _____

By _____

Don Aikin

Date _____

By _____

Daniel C. Fuccella

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Date _____

By _____
Richard H. Feins

Date _____

By _____
Tom BirchardDate 8 SEP 1 2014By W Andrew Grubbs
W. Andrew Grubbs

Date _____

By _____
Don Aikin

Date _____

By _____
Daniel C. Fuccella

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Date _____

By _____
Richard H. Feins

Date _____

By _____
Tom Birchard

Date _____

By _____
W. Andrew GrubbsDate 9/08/14By 
Don Aikin

Date _____

By _____
Daniel C. Fuccella

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Date _____

By _____
Richard H. Feins

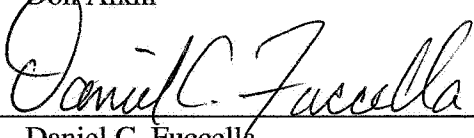
Date _____

By _____
Tom Birchard

Date _____

By _____
W. Andrew Grubbs

Date _____

By _____
Don AikinDate July 29, 2014By 
Daniel C. Fuccella