

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3094966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CURT STEVEN KOTHERA	10/31/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INNOVITAL SYSTEMS, INC.	
<b>Street Address:</b>	11750 BELTSVILLE DRIVE, 3RD FLOOR	
<b>City:</b>	CALVERTON	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20705	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	12955242
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(410)230-7216	
<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>Email:</b>	mvchider@ober.com	
<b>Correspondent Name:</b>	OBER   KALER C/O ROYAL W. CRAIG	
<b>Address Line 1:</b>	100 LIGHT STREET	
<b>Address Line 4:</b>	BALTIMORE, MARYLAND 21202	
<b>ATTORNEY DOCKET NUMBER:</b>	034604.085343	
<b>NAME OF SUBMITTER:</b>	ROYAL W. CRAIG	
<b>SIGNATURE:</b>	/Royal W. Craig-mvc/	
<b>DATE SIGNED:</b>	11/05/2014	
<b>Total Attachments: 3</b>		
source=Assignment_Kothera_20141031#page1.tif		
source=Assignment_Kothera_20141031#page2.tif		
source=Assignment_Kothera_20141031#page3.tif		

## ASSIGNMENT OF PATENT RIGHTS

By his employment and for other good and valuable consideration, the receipt of which is hereby acknowledged, Curt Steven Kothera, an individual residing at 1166 Wickford Court, Crofton, MD 21114, USA ("**Assignor**"), does hereby sell, assign, transfer, and convey unto InnoVital Systems, Inc., a corporation organized and existing under the laws of Maryland and having its principal office at 11750 Beltsville Drive, 3<sup>rd</sup> Floor, Calverton, Maryland 20705, U.S.A. ("**Assignee**"), or its designees, 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 patent applications and patent listed in the table below (the "**Patent**");

<b>Patent or Application No.</b>	<b>Country</b>	<b>Filing Date</b>	<b>Title of Patent and First Named Inventor</b>
12/955,242	US	November 29, 2010	EXTENSILE FLUIDIC MUSCLE ACTUATOR Benjamin K.S. Woods

- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;

- (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 inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;

- (e) 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 (d), 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;

- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), 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

(g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (f).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into the Letter Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date of this Agreement and associated with the obtaining, perfecting, sustaining, and/or enforcing the Patent Rights, and Assignor shall have no obligation to pay any fees or costs in relation thereto. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. Assignee will reimburse Assignor any direct expenses properly and reasonably incurred in pursuance of this provision.

Nothing herein shall be construed as (i) a warranty or representation by Assignor as to the validity or scope of any Patent Rights, (ii) a warranty or representation that anything made, used, imported, developed, promoted, offered for sale, sold, or otherwise disposed of under the Patent Rights does not or will not infringe patents, trade secrets or other proprietary rights of third parties; (iii) a representation or warranty of operability or that development of a commercial products is possible; (iv) any other representations or warranties, either express or implied,

unless specified herein. ALL RIGHTS ARE ASSIGNED HEREUNDER "AS IS." ASSIGNOR DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RIGHTS.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at ANNE ARUNDEL COUNTY  
on 31 OCT 2014.

**ASSIGNOR:**

By: Curt Steven Kothera

(Curt Steven Kothera, Signature *MUST* be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Curt Steven Kothera. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

1. Curt Steven Kothera is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Oct 31, 2014 to execute the above Assignment of Patent Rights on his own behalf.

2. Curt Steven Kothera subscribed to the above Assignment of Patent Rights on his own behalf.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 31 Oct 2014 (date)

Mary Kathleen Feddigree

Print Name: MARY KATHLEEN FEDDIGREE

