

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3112701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMPACT INSTRUMENTATION, INC.	10/27/2014
RECEIVING PARTY DATA	
Name:	ZOLL MEDICAL CORPORATION
Street Address:	269 MILL ROAD
City:	CHELMSFORD
State/Country:	MASSACHUSETTS
Postal Code:	01824-4105
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	10893156
Application Number:	11231498
Application Number:	12780095
Patent Number:	5954704
Patent Number:	8667963
Patent Number:	8443472
Patent Number:	8428672
Patent Number:	8874035
CORRESPONDENCE DATA	
Fax Number:	(412)945-5933
<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:	4124718815
Email:	assignments@webblaw.com
Correspondent Name:	ANN M. CANNONI
Address Line 1:	THE WEBB LAW FIRM
Address Line 2:	420 FT. DUQUESNE BLVD., STE 1200
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222
ATTORNEY DOCKET NUMBER:	7460-144660
NAME OF SUBMITTER:	ANN M. CANNONI, REG. NO. 35,972
SIGNATURE:	/Ann M. Cannoni/

PATENT

DATE SIGNED:	11/18/2014
Total Attachments: 6 source=ZOLL#page1.tif source=ZOLL#page2.tif source=ZOLL#page3.tif source=ZOLL#page4.tif source=ZOLL#page5.tif source=ZOLL#page6.tif	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Impact Instrumentation, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 27, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Patent Rights Assignment

2. Name and address of receiving party(ies)

Name: ZOLL MEDICAL CORPORATION

Internal Address: 269 Mill Road

Street Address: _____

City: Chelmsford

State: MA

Country: USA Zip: 01824-4105

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/893,156
11/231,498
12/780,095

B. Patent No.(s)

5,954,704 8,428,672
8,667,963 8,874,035
8,443,472

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Ann M. Cannoni

Internal Address: The Webb Law Firm

Street Address: One Gateway Center
420 Ft. Duquesne Blvd., Ste 1200

City: Pittsburgh

State: PA Zip: 15222

Phone Number: 412-471-8815

Fax Number: 412-945-5933

Email Address: assignments@webblaw.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

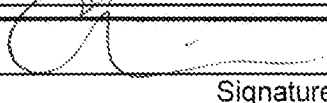
8. Payment Information

a. Credit Card Last 4 Numbers 1916
Expiration Date 05/2015

b. Deposit Account Number 23-0650

Authorized User Name _____

9. Signature:



Signature

November 18, 2014

Date

Ann M. Cannoni, Reg. No. 35,972
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 31st day of October, 2014, by and between Impact Instrumentation, a New Jersey corporation, and having a usual place of business at 27 Fairfield Place, West Caldwell, NJ 07006 ("Assignor") and ZOLL Medical Corporation, a Massachusetts corporation, and having a usual place of business at 269 Mill Road, Chelmsford, Massachusetts 01824 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 27, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee substantially all of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

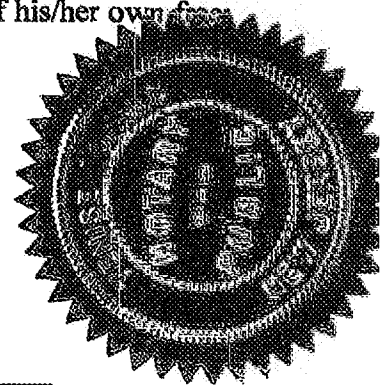
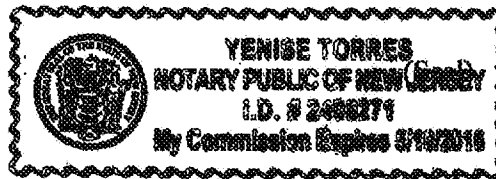
ASSIGNOR: IMPACT
INSTRUMENTATION, INC.

Name: Leslie H. Sherman
Signature: [Signature]
Title: President

On this 27 day of Oct., 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: 5/10/16



ASSIGNEE: ZOLL MEDICAL
CORPORATION

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IMPACT INSTRUMENTATION, INC.
SIGNATURE PAGE TO PATENT RIGHTS ASSIGNMENT

PATENT
REEL: 034199 FRAME: 0054

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: IMPACT
INSTRUMENTATION, INC.

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary (Seal)

My Commission Expires: _____

ASSIGNEE: ZOLL MEDICAL
CORPORATION

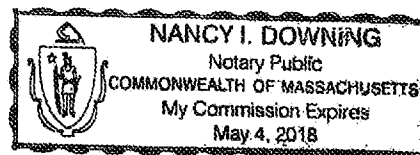
Name: Tom Bernut
Signature: [Signature]
Title: President

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: May 4, 2018

(Seal)



IMPACT INSTRUMENTATION, INC.
SIGNATURE PAGE TO PATENT RIGHTS ASSIGNMENT

Exhibit A

PATENT RIGHTS

<u>REFERENCE</u>	<u>TITLE</u>	<u>APPL/PATENT NO.</u>	<u>STATUS</u>
D6927	ASPIRATOR FIXTURE FOR AMBULENCES	Pat. No. 5,954,704	Patent Lapsed for Failure to Pay Maintenance Fee on September 21, 2011; Petition to Accept Unintentionally Delayed Payment of Maintenance Fee filed October 1, 2014
IMPACT-11	AUTOMATIC PATIENT VENTILATION SYSTEM AND METHOD	Appl. No.10/893,156	Pending
IMPACT-13	DIGITAL CONTROLLED ASPIRATOR	Appl. No.11/231,498	Pending
IMPACT-14	VENTILATOR CIRCUIT FOR OXYGEN GENERATING SYSTEM	Pat. No.8,667,963	Issued March 11, 2014
IMPACT-15	LITTER ATTACHMENT BRACKET	Pat. No. 8,443,472	Issued May 21, 2013
IMPACT-16	MEDICAL VENTILATOR WITH AUTONOMOUS CONTROL OF OXYGENATION	Pat. No. 8,428,672	Issued April 23, 2013
IMPACT-17	LIFE SUPPORT AND MONITORING APPARATUS WITH MALFUNCTION CORRECTION GUIDANCE	Appl. No. 12/780,095	Pending
IMPACT-18	METHOD AND APPARATUS FOR MONITORING AND MAINTAINING CRITICAL MEDICAL EQUIPMENT	Appl. No. 12/830,808	Allowed; Issue Fee paid Sept. 25, 2014; patent to issue on October 28, 2014 as U.S. Patent No. 8,874,035

Exhibit A – Patent Rights Assignment

PATENT

RECORDED: 11/18/2014

REEL: 034199 FRAME: 0056