# 503076039 11/25/2014 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3122643

IATURE OF CONVE		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
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		Name		Execution Date	
AIRXPERT SYSTEMS, INC.				11/24/2014	
RECEIVING PARTY	DATA				
Name:	AIRXPEF	AIRXPERT LIQUIDATING TRUST			
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State/Country:	MASSAC	MASSACHUSETTS			
Postal Code:	02421	02421			
Patent Number:		241950			
CORRESPONDENC Fax Number:	(7 Il be sent to t	781)283-5776 t <b>he e-mail address first; if that i</b>			
	if provided.	if that is unsuccessful, it will b	e sent via US M	ail.	
using a fax number,	•				
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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of <u>November 24</u>, 2014, is made by AIRxpert Systems, Inc. ("Assignor"), a Delaware corporation with a principal address of 1 John Wilson Lane, Lexington, MA 02421 ("**Assignor**"), in favor of the AIRxpert Liquidating Trust, a liquidating trust with a principal address of 1 John Wilson Lane, Lexington, MA 02421 ("**Assignee**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following:

(a) the following United States patent:

Patent No.Title6,241,950Fluid sampling system

together with and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Assigned Patent");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. <u>Full Right to Assign</u>. Assignor hereby covenants with Assignee that Assignor has the full right to convey the entire right, title and interest herein assigned and that Assignor has not executed and will not execute any agreement in conflict herewith.

3. <u>Copy Deemed Equivalent</u>. Assignor hereby agrees that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees 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.

4. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps 2 and actions, and provide such cooperation and assistance to Assignee and its successors, assigns

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and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patent to Assignee, or any assignee or successor thereto.

5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

AIRxpert Systems, Inc.

By: <u>Steph A. Wellis</u> Stephen A. Wallis, Chief Executive Officer

### COMMONWEALTH OF MASSACHUSETTS

MIDDLES County, SS.

Date: 11/24/, 2014

On this  $24^{H}$  day of  $Normber e^{-1}$ , 2014, before me, the undersigned notary public, personally appeared Stephen A. Wallis, proved to me through satisfactory evidence of identification, which was his 1/2 part drivers' license, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose.



Naugnor C

Print name of notary:

NAMLYIS A CHENDOLU

My Commission Expires:

18/2000

AGREED TO AND ACCEPTED:

**AIRxpert Liquidating Trust** 

By: <u>Steph C-Walls</u> Name: Stephen A. Wallis

Title: President

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**RECORDED: 11/25/2014**