# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
HOWARD ROOT	11/21/2014
STEPHEN ANTHONY PENEGOR	11/24/2014
JAMES ARNOLD MURTO	11/24/2014

### **RECEIVING PARTY DATA**

Name:	VASCULAR SOLUTIONS, INC.	
Street Address:	6464 SYCAMORE COURT NORTH	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55369	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14553722

### CORRESPONDENCE DATA

Fax Number: (612)339-3061

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.

Phone: 612-373-6900

Email: slw@blackhillsip.com

**Correspondent Name:** SCHWEGMAN LUNDBERG & WOESSNER/VASCULAR S

Address Line 1: PO BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3195.079US1
NAME OF SUBMITTER:	JAMES L. SHANDS
SIGNATURE:	/James L. Shands/
DATE SIGNED:	11/25/2014

## **Total Attachments: 5**

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**REEL: 034265 FRAME: 0368** 

PATENT

Attorney Docket No. 3195.079US1

#### **ASSIGNMENT**

WHEREAS, Howard Root, Stephen Anthony Penegor and James Arnold Murto (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on \_\_\_\_\_\_, and which is titled SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING (Attorney Docket No. 3195.079US1); which are described in a patent application filed on December 5, 2013, which application was assigned US application serial number 61/912,281, and which is titled SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING (Attorney Docket No. 3195.079PRV).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Vascular Solutions, Inc. (the "Assignee"), having a place of business at 6464 Sycamore Court North, Minneapolis, MN 55369, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified applications;

such applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent applications in relation to subject matter based in whole or in part on the above-identified patent applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified applications, including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 119358 may (directly or through his/her designee) delete, insert, or alter any

PATENT REEL: 034265 FRAME: 0369 Assignment Docket No: 3195.079USI

Assignors: Howard Root et al.

Title: SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING

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information related to the above-identified patent applications, any of the foregoing or any of the below, after execution of this Assignment;

WARRANT AND COVENANT that an assignment was previously filed on February 4, 2014 for the patent application filed on December 5, 2013, which application was assigned US application serial number 61/912,281, and which is titled SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING (Attorney Docket No. 3195.079PRV) to which the patent application filed on \_\_\_\_\_\_, which application was assigned US patent application serial number \_\_\_\_\_\_, and which is titled SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING (Attorney Docket No. 3195.079US1) claims priority. With the exception of the assignment previously filed for US application serial number 61/912,281, the priority patent application, said assignment also to Assignee, no other assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, review, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation, shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment
Assignors: Howard Root et al.
Title: SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING
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Assignor:

(Signature):

Name: Howard Root

City/State: Excelsior, MN

Date:

**PATENT REEL: 034265 FRAME: 0371** 

Docket No: 3195.079US1

Assignment
Assignors: Howard Root et al.
Title: SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING Docket No: 3195.079US1

Assignor:

(Signature):

Name: Stephen Anthony Penegor

City/State: Watertown, MN

Date:

**PATENT REEL: 034265 FRAME: 0372**  Assignment Docket No: 3195.079US1

Assignors: Howard Root et al.
Title: SYSTEM AND METHOD FOR FREEZE-DRYING AND PACKAGING

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Assignor:

(Signature):

Name: James Arnold Murto

City/State: Maple Grove, MN

11-24-14

Date:

PATENT REEL: 034265 FRAME: 0373