# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3188503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PAUL E. FISCHIONE	07/25/2014
MICHAEL F. BOCCABELLA	07/25/2014

#### **RECEIVING PARTY DATA**

Name:	E.A. FISCHIONE INSTRUMENTS, INC.	
Street Address:	9003 CORPORATE CIRCLE	
City:	EXPORT	
State/Country:	PENNSYLVANIA	
Postal Code:	15632	

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

Property Type	Number
Application Number:	14341284

#### **CORRESPONDENCE DATA**

**Fax Number:** (412)918-1199

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:** 4129181110

Email: ipdocket@metzlewis.com
Correspondent Name: BARRY I. FRIEDMAN

Address Line 1: 535 SMITHFIELD STREET, SUITE 800
Address Line 4: PITTSBURGH, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	129/064	
NAME OF SUBMITTER:	BARRY I. FRIEDMAN	
SIGNATURE:	/Barry I. Friedman/	
DATE SIGNED:	01/20/2015	

#### **Total Attachments: 6**

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PATENT 503141891 REEL: 034751 FRAME: 0541

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## INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of July 25, 2014, by and between:

Michael F. Boccabella, an individual, having an address of 760 Altman Street, North Huntington, Pennsylvania 15642 (the "Assignor"); and

E.A. Fischione Instruments, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 9003 Corporate Circle, Export, Pennsylvania 15632.

Assignor owns certain technology and intellectual property, including, but not limited to, United States Patent Application for APPARATUS FOR PREPARING A SAMPLE FOR MICROSCOPY (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

· t	aluter III	
	Michael F. Boccabella	
COUNTY OF Altegrany: ss.		
COUNTY OF Alterny: ss.		
On this 25m day of 100 office, personally appeared Michael F. Boccabel Technology Assignment for the purposes therein	, 2014, before me, a Notary Public, the undersigned lla who executed the foregoing Intellectual Property and a contained.	
IN WITNESS WHEREOF, I have hereu	into set my hand and official seal.	
·	Sugannel Sueoli.	
[NOTARIAL SEAL/IMPRESSED]	Notary Public	
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL NOTARIAL SEAL NOTARIAL SEAL	[ASSIGNEE]	
Suzanne L. Smollin, Notary City of Pittsburgh, Allegheny County My Commission Expires May 13, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	By: Paul & Tischemie	
	Name:	
	Title:	
STATE OF Pennsylvania:		
COUNTY OF Alleghony: ss	i.	
STATE OF Plansy varied:  State of Plansy varied:  State of Alleghoury:  On this 25 <sup>m</sup> day of 7000, 2014, before me, a Notary Public, the undersigned officer, personally appeared Paul E. Fischione, who acknowledged himself to be the President of E.A. Fischione Instruments, Inc., a Pennsylvania corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of E.A. Fischione Instruments, Inc		
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.		
	Sugamel Smoli Notary Public	
[NOTARIAL SEAL IMPRESSED]	Tromy I done	
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL Suzanne L. Smolin, Notary Public City of Pittsburgh, Allegheny County My Commission Expires May 13, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES		

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[ASSIGNOR]

# SCHEDULE A

Apparatus for Preparing a Sample for Microscopy

United States Patent Application Serial No. 14/341,284

### INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of July 25, 2014, by and between:

Paul E. Fischione, an individual, having an address of 4110 Manor Oaks Court, Export, Pennsylvania 15632 (the "Assignor"); and

E.A. Fischione Instruments, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 9003 Corporate Circle, Export, Pennsylvania 15632.

Assignor owns certain technology and intellectual property, including, but not limited to, United States Patent Application for APPARATUS FOR PREPARING A SAMPLE FOR MICROSCOPY (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assigner has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

	Poul & Tisihasie
	Paul E. Pischione
STATE OF <u>Pennsylvania</u> : st COUNTY OF <u>Allegheny</u> : st	S.
On this 25th day of JUg office, personally appeared Paul. E. Fischione v Technology Assignment for the purposes thereigh	, 2014, before me, a Notary Public, the undersigned who executed the foregoing Intellectual Property and in contained.
IN WITNESS WHEREOF, I have here	unto set my hand and official seal.
	Sugarne C. Sushing Notary Public
NOTARIAL SEAL  Suzanne L. Smolin, Notary Public City of Pittsburgh, Allegheny County My Commission Expires May 13, 2018  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	[ASSIGNEE]  By: Paul C. Fricheric  Name:
	Title:
On this 25 <sup>th</sup> day of July officer, personally appeared Paul E. Fischione, Fischione Instruments, Inc., a Pennsylvania conthe foregoing Intellectual Property and Techno	s.
IN WITNESS WHEREOF, I have here	eunto set my hand and official seal.
[NOTARIAL SEAL IMPRESSED]	Suganne G. Sueli Notary Public
NOTARIAL SEAL Suzanne L. Smolin, Notary Public City of Pittsburgh, Allegheny County My Commission Expires May 13, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	. 2

[ASSIGNOR]

## SCHEDULE A

Apparatus for Preparing a Sample for Microscopy

United States Patent Application Serial No. 14/341,284

PATENT REEL: 034751 FRAME: 0548

**RECORDED: 01/20/2015**