

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3210713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY J. SCHIRM	10/01/2014
DAMIAN F. RIPPOLE	10/06/2014
CRAIG B. REYNOLDS	10/16/2014
ROBERT E. TUCKER	09/30/2014
RECEIVING PARTY DATA	
Name:	CERÊVE, INC.
Street Address:	333 ALLEGHENY AVENUE, 2ND FLOOR
City:	OAKMONT
State/Country:	PENNSYLVANIA
Postal Code:	15139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14341642
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
<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:	(650) 212-1700
Email:	info@shayglenn.com
Correspondent Name:	SHAY GLENN LLP
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210
Address Line 4:	SAN MATEO, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	11259-701.501
NAME OF SUBMITTER:	MARY BUGGIE
SIGNATURE:	/Richard D. Shoop, Reg. No. 45,763/
DATE SIGNED:	02/03/2015
Total Attachments: 9	
source=11259-701-501_Assignment_Cereve#page1.tif	
source=11259-701-501_Assignment_Cereve#page2.tif	
source=11259-701-501_Assignment_Cereve#page3.tif	

source=11259-701-501_Assignment_Cereve#page4.tif
source=11259-701-501_Assignment_Cereve#page5.tif
source=11259-701-501_Assignment_Cereve#page6.tif
source=11259-701-501_Assignment_Cereve#page7.tif
source=11259-701-501_Assignment_Cereve#page8.tif
source=11259-701-501_Assignment_Cereve#page9.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) **Jeffrey J. SCHIRM** (10/01/2014)
(2) **Damian F. RIPPOLE** (10/06/2014)
(3) **Craig B. REYNOLDS** (10/16/2014)
(4) **Robert E. TUCKER** (09/30/2014)

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Cerêve, Inc.**
333 Allegheny Avenue, 2nd Floor
Oakmont, PA 15139

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:
Additional name(s) & address(es) attached?
☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **14/341,642**Title: **APPARATUS AND METHOD FOR
MODULATING SLEEP**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Richard D. Shoop
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$0.00

☒ Charge any required fees to **Deposit Account 50-4050.**

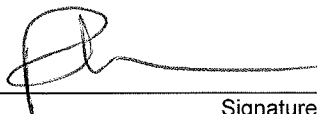
DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard D. Shoop, Reg. No. 45,763

Name of Person Signing



Signature

February 3, 2015

Date

Total number of pages including cover sheet, attachments, and documents: **9**

This Assignment of Patent Application is between:

Jeffrey J. SCHIRM of Monroeville, PA;

Damian F. RIPPOLE of Coraopolis, PA;

Craig B. REYNOLDS of Kennesaw, GA; and

Robert E. TUCKER of Sanibel, FL,

(hereinafter referred to as "Inventor") and

Cerève, Inc., a corporation of the State of Delaware, having a place of business at 333 Allegheny Avenue, 2nd Floor, Oakmont, PA, 15139, (hereinafter referred to as "Assignee"). This Assignment supersedes the prior Assignments of September 10, 2014 that were executed in error.

WHEREAS Inventor has invented certain new and useful improvements in:

"APPARATUS AND METHOD FOR MODULATING SLEEP"

for which an application for a United States Patent was filed on **July 25, 2014** and assigned Application No. **14/341,642**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a)

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11259-701.501 / 01012**

for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

10-1-2014
Date


Jeffrey J. SCHIRM

Date

Damian F. RIPPOLE

Date

Craig B. REYNOLDS

Date

Robert E. TUCKER

This Assignment of Patent Application is between:

Jeffrey J. SCHIRM of Monroeville, PA;

Damian F. RIPPOLE of Coraopolis, PA;

Craig B. REYNOLDS of Kennesaw, GA; and

Robert E. TUCKER of Sanibel, FL,

(hereinafter referred to as "Inventor") and

Cerêve, Inc., a corporation of the State of Delaware, having a place of business at 333 Allegheny Avenue, 2nd Floor, Oakmont, PA, 15139, (hereinafter referred to as "Assignee"). This Assignment supersedes the prior Assignments of September 10, 2014 that were executed in error.

WHEREAS Inventor has invented certain new and useful improvements in:

"APPARATUS AND METHOD FOR MODULATING SLEEP"

for which an application for a United States Patent was filed on **July 25, 2014** and assigned Application No. **14/341,642**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention: (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a)

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11259-701.501 / 01012**

for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date12/6/17

Date_____
Date_____
Date_____
Jeffrey J. SCHIRM

Damian F. RIPPOLE_____
Craig B. REYNOLDS_____
Robert E. TUCKER

This Assignment of Patent Application is between:

Jeffrey J. SCHIRM of Monroeville, PA;

Damian F. RIPPOLE of Coraopolis, PA;

Craig B. REYNOLDS of Kennesaw, GA; and

Robert E. TUCKER of Sanibel, FL,

(hereinafter referred to as "Inventor") and

Cerêve, Inc., a corporation of the State of Delaware, having a place of business at 333 Allegheny Avenue, 2nd Floor, Oakmont, PA, 15139, (hereinafter referred to as "Assignee"). This Assignment supersedes the prior Assignments of September 10, 2014 that were executed in error.

WHEREAS Inventor has invented certain new and useful improvements in:

"APPARATUS AND METHOD FOR MODULATING SLEEP"

for which an application for a United States Patent was filed on **July 25, 2014** and assigned Application No. **14/341,642**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a)

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11259-701.501 / 01012**

for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date

Jeffrey J. SCHIRM

Date

Damian F. RIPPOLE

October 16, 2014

Date


Craig B. REYNOLDS

Date

Robert E. TUCKER

This Assignment of Patent Application is between:

Jeffrey J. SCHIRM of Monroeville, PA;

Damian F. RIPPOLE of Coraopolis, PA;

Craig B. REYNOLDS of Kennesaw, GA; and

Robert E. TUCKER of Sanibel, FL,

(hereinafter referred to as "Inventor") and

Cerêve, Inc., a corporation of the State of Delaware, having a place of business at 333 Allegheny Avenue, 2nd Floor, Oakmont, PA, 15139, (hereinafter referred to as "Assignee"). This Assignment supersedes the prior Assignments of September 10, 2014 that were executed in error.

WHEREAS Inventor has invented certain new and useful improvements in:

"APPARATUS AND METHOD FOR MODULATING SLEEP"

for which an application for a United States Patent was filed on **July 25, 2014** and assigned Application No. **14/341,642**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a)

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11259-701.501 / 01012**

for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date_____
Jeffrey J. SCHIRM_____
Date_____
Damian F. RIPPOLE_____
Date_____
Craig B. REYNOLDS_____
Date

9/30/2014

Robert E. TUCKER