

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3218515

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JULEE ANN HERDT	02/04/2015
KELLEN SCOTT SCHAUERMANN	02/04/2015
RECEIVING PARTY DATA	
Name:	BIOSIPS, INC.
Street Address:	755 UNION AVENUE
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80304
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61497340
Application Number:	13524563
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<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>	
Email:	Docketing-DV@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	1400 WEWATTA STREET
Address Line 2:	SUITE 400
Address Line 4:	DENVER, COLORADO 80202-5549
ATTORNEY DOCKET NUMBER:	P191382.US.03 AND US.04
NAME OF SUBMITTER:	DEBRA J. MARQUETTE
SIGNATURE:	/Debra J. Marquette/
DATE SIGNED:	02/09/2015
Total Attachments: 4	
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PATENT ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor(s):

Julee Ann Herdt
755 Union Avenue
Boulder, Colorado 80304
United States

Kellen Scott Schauermann
561 Cherrywood Drive
Longmont, Colorado 80504
United States

Assignee:

BioSIPs, Inc.
755 Union Avenue
Boulder, Colorado 80304
United States

State of Incorporation: Colorado

PATENT APPLICATIONS SUBJECT TO THE ASSIGNMENT:

Serial Number.....61/497,340
Filing Date.....15 June 2011
Attorney Docket No.P191382.US.03
Title: STRUCTURAL INSULATED BUILDING PANEL

Serial Number.....13/524,563
Filing Date.....15 June 2012
Attorney Docket No.P191382.US.04
Title: STRUCTURAL INSULATED BUILDING PANEL

WHEREAS, the Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), own all right, title, and interest in and to certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Inventions"), disclosed and described in the applications for letters patent in the United States ("U.S.") filed on the filing dates indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the titles, application numbers, and/or attorney docket numbers indicated above (the "Patent Applications"); and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Applications and in, to, and under any and all letters patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby

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sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Inventions, the Patent Applications, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the letters patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date(s) of the Patent Applications; any right, title, or interest in and to the Invention under any international conventions; and any and all rights to collect damages for past, present, and future infringement of any U.S. or foreign rights, including provisional rights, which may be, shall be, or have been granted pursuant to the Patent Applications (collectively "the Patent Rights"); and

In the event that the one or more of the Patent Applications claim priority to a provisional application previously filed and the provisional application was previously subject to an assignment from the Assignor, or one or more thereof, to the Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Patent Applications and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patent Applications and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Applications and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

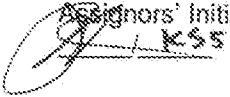
Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Applications once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, on behalf of any individuals associated with the filing or prosecution of the Patent Applications in Assignor's employ or under its control, agrees to disclose to the Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability of the Invention or the Patent Applications or the present or future validity of the Patent Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its

Assignors' Initials

 KSS

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successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

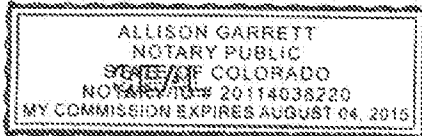
STATE OF COLORADO) CITY OF <u>Boulder</u>) ss. COUNTY OF <u>Boulder</u>)	<div data-bbox="250 764 672 905" data-label="Image"></div> <div data-bbox="800 764 1425 869" data-label="Text"><p>By: <u>[Signature]</u> Julee Ann Herdt</p></div> <div data-bbox="800 869 1425 974" data-label="Text"><p>Dated: <u>4 Feb. 2015</u></p></div>
<p>Before me, a Notary Public in and for said County and State, personally appeared Julee Ann Herdt, who executed the foregoing instrument for the purposes and considerations therein expressed.</p> <p>Given under my hand and seal of office this <u>4th</u> day of <u>February</u>, 2015.</p> <div data-bbox="165 1142 753 1268" data-label="Text"><p><u>[Signature]</u> Notary Public</p></div> <div data-bbox="842 1226 1425 1281" data-label="Text"><p>My Commission Expires: <u>8/4/2015</u></p></div>	

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[Signature] / KSS

4825-3833-0401\1

STATE OF COLORADO)
CITY OF Boulder) ss.
COUNTY OF Boulder)



By: Kellen Scott Schauer
Kellen Scott Schauer

Dated: 2/4/2015

Before me, a Notary Public in and for said County and State, personally appeared Kellen Scott Schauer, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 4th day of February, 2015.

Allison Garrett
Notary Public

My Commission Expires: 8/4/2015

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

ASSIGNEE: BioSIPs, Inc.

Dated: 4 Feb 2015

Place: Boulder, CO

[Signature]
(signature)

By: Julee Herdt
(printed name of authorized agent of assignee)

Its: CEO, President
(title)

Allison Garrett
(Witness #1: signature)
Allison Garrett
(Witness #1: printed name)

Thao Vo
(Witness #2: signature)
Thao Vo
(Witness #2: printed name)

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