

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3221289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT KRENSKY	01/23/2015
DAVID G. MATSUURA	01/23/2015
PHILIP J. SIMPSON	01/23/2015
RECEIVING PARTY DATA	
Name:	PROCELL SURGICAL INC.
Street Address:	19 MERLIN ROAD
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M6C 3J1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13217116
CORRESPONDENCE DATA	
Fax Number:	(703)739-9889
<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:	703-739-9888
Email:	DOWELL@DOWELLPC.COM
Correspondent Name:	DOWELL & DOWELL, P.C.
Address Line 1:	103 ORONOCO ST, SUITE 220
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	17740
NAME OF SUBMITTER:	WENDY M. SLADE
SIGNATURE:	/Wendy M. Slade/
DATE SIGNED:	02/11/2015
Total Attachments: 5	
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ASSIGNMENT FROM TRUST

FOR VALUE RECEIVED, each undersigned inventor (hereinafter referred to simply and collectively as "Assignor"),

Robert Krensky, of
19 Menin Road
Toronto, ON, M6C 3J1
Canada;

And

David G. Matsuura, of
531 Stevens Ave W, Suite A
Solana Beach, CA, USA 92075

And

Philip J. Simpson, of
531 Stevens Ave W, Suite A
Solana Beach, CA, USA 92075

hereby confirms to have sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey unto ProCell Surgical Inc., a corporation incorporated under the laws of Canada, having a place of business at:

19 Menin Road
Toronto, ON, M6C 3J1
Canada

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to certain inventions relating to a

INTRA-OPERATIVE BLOOD RECOVERY SYSTEM

described in patent applications set out in Schedule A attached hereto (the "applications")

AND in and to all inventions, works, trade secrets, copyright, patent rights, and other intellectual property and intellectual property rights and rights to apply therefore that are owned by the Assignor and related to or required by the invention described above, or were created by the Assignor in the course of creating the invention described above,

AND in and to said applications, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof, together with all rights of action resulting from any prior unauthorized use, and the right to claim such relief as appropriate;

and the Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate,

AND the Assignor authorizes and empowers said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said invention filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from the Assignor,

AND the Assignor hereby consents 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 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,

AND the Assignor hereby covenants that the Assignor has the full right to convey the entire right, title and interest herein assigned, and other than the Assignor, the other inventors named when filing the above applications, and the Assignee, the Assignor is not aware of any person or entity that may have any right, title or interest in the inventions or other intellectual property, intellectual property rights and rights to apply therefore that are referred to in this Assignment, and that the Assignor has not executed and will not execute any agreement in conflict herewith,

AND the Assignor hereby covenants and agrees that the Assignor will communicate to said Assignee or its nominees all facts known to the Assignor pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions; provided that Assignee shall pay all reasonable expenses including the actual, necessary and legitimate expenses incurred in the conduct of business required by this agreement including travel and business time that will be billed at the current rates for hourly or per diem compensation related thereto,

AND the Assignor agrees that in all respects this assignment shall be treated and interpreted as a contract entered into in the Province of Ontario, Canada, and governed by the laws of that Province without reference to the conflicts of laws provisions of that Province,

AND the Assignor grants to the Assignee, or its patent attorneys, or its patent agents, the authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office, on any other patent office, for recordation of this Assignment,

AND the Assignor hereby confirms that all of the rights, titles and interests conveyed in the present Assignment were held by the Assignor in trust for the Assignee, pending the incorporation of the latter, and the intent of this Assignment is to complete and document the obligation of the Assignor to transfer such rights, titles and interests to the proper owner thereof, being the Assignee.

AND the Assignor acknowledges that the Assignor has been provided with an opportunity to obtain independent legal advice regarding this agreement, and the Assignor has been advised that it may be appropriate to obtain such advice. Neither the Assignee nor any of its advisors have provided the Assignor with any legal advice.

IN TESTIMONY WHEREOF, this Assignment has been executed on the date set forth below:

INVENTOR: Robert Krensky

Date: Jan 23/2015 Signature: [Signature]

STATEMENT OF WITNESS

On the 23 day of January, 2015, I personally witnessed the above named Robert Krensky execute the foregoing instrument.

[Signature]
Witness to signature of Robert Krensky

C. COCHAN
Name of Witness (print)

Address of Witness

INVENTOR: David G. Matsaura

Date: Jan 23/2015 Signature: [Signature]

STATEMENT OF WITNESS

On the 23 day of January, 2015, I personally witnessed the above named David G. Matsaura execute the foregoing instrument.

[Signature]
Witness to signature of David G. Matsaura

PAMELA M. PLUMMER
Name of Witness (print)
PLEI PARTNERS, LLC
531 STEVENS AVE. W, STE A
SOLANA BEACH, CA 92075
Address of Witness

INVENTOR: Philip J. Simpson

Date Jan. 23/2015 Signature 

STATEMENT OF WITNESS

On the 23 day of January, 2015, I personally witnessed the above named
Philip J. Simpson execute the foregoing instrument.


Witness to signature of Philip J. Simpson

PAMELA M. PLUMMER
Name of Witness (print)

C.R.X. PARTNERS, INC.
531 STEVENS AVE W. STE A
SOLANA BEACH, CA 92075
Address of Witness

SCHEDULE "A"

Patent Applications

Country	Application No.	Filing Date
United States	61/448,963	03-03-2011(expired)
United States	61/444,501	02-18-2011(expired)
United States	61/426,965	12-23-2010(expired)
United States	13/217,116	08-24-2011
Canada	2750498	08-24-2011
PCT	PCT/CA2011/00948	08-24-2011(expired)
EPO	11850638.5	08-24-2011
Australia	2011348998	08-24-2011
China	CN103501831	08-24-2011
Japan	JP2014506154	08-24-2011
India	1195/MUMNP/2013	08-24-2011
Israel	227100	08-24-2011