

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3256636

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARY M. SORG	02/27/2015
RECEIVING PARTY DATA		
Name:	MEDI USA, L.P.	
Street Address:	6481 FRANZ WARNER PARKWAY	
City:	WHITSETT	
State/Country:	NORTH CAROLINA	
Postal Code:	27377	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7753867
CORRESPONDENCE DATA		
Fax Number:	(814)454-4647	
<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:	814-870-7715	
Email:	jdsilva@mijb.com	
Correspondent Name:	JONATHAN M. D'SILVA	
Address Line 1:	100 STATE STREET	
Address Line 2:	SUITE 700	
Address Line 4:	ERIE, PENNSYLVANIA 16507-1459	
ATTORNEY DOCKET NUMBER:	51450.0001	
NAME OF SUBMITTER:	JONATHAN M. D'SILVA	
SIGNATURE:	/DSI/	
DATE SIGNED:	03/09/2015	
Total Attachments: 4		
source=PatentAssignmentAgreement#page1.tif		
source=PatentAssignmentAgreement#page2.tif		
source=PatentAssignmentAgreement#page3.tif		
source=PatentAssignmentAgreement#page4.tif		

PATENT ASSIGNMENT AGREEMENT
[Restiffic and Related Technology]

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment Agreement") is made and entered into effective as of February 21, 2015, by and between Mary Sorg ("MSORG"), a resident of Pennsylvania, and medi USA, L.P. ("medi"), a Delaware limited partnership.

Recitals

WHEREAS, medi is the purchaser of certain assets of MSORG pursuant to that certain TECHNOLOGY ACQUISITION AGREEMENT between Medi and MSORG, dated as of February 21, 2015 (the "Technology Acquisition Agreement").

WHEREAS, under the terms of the Technology Acquisition Agreement, MSORG has conveyed, transferred and assigned to medi certain intellectual property of MSORG, and has agreed to execute and deliver this Patent Assignment Agreement, for recording with the United States Patent and Trademark Office and other appropriate entities or agencies in any applicable jurisdictions, in order to evidence the assignment of the patents in question; and

WHEREAS, the parties desire to set forth their agreements with respect to the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each of the parties agrees as follows:

1. **Assignment.** MSORG hereby conveys, transfers and assigns to medi, and medi hereby accepts, all of MSORG's right, title and interest in and to the following:

- (a) All issued patents and applications listed in Exhibit A, and including all reissues, certificates of correction, renewals, national phase filings, extensions and reexaminations thereof and amendments thereto (the "Purchased Assets"), including (but not limited to) U.S. Patent 7753867, PCT application PCT/US06/61723, and other related patents and patent applications;
- (b) all rights of any kind whatsoever of MSORG accruing under any of the Purchased Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Purchased Assets, subject to

the royalties and other payments to be paid by medi to MSORG, as set forth in the Technology Acquisition Agreement;

- (d) any contract rights in, to or under the Purchased Assets, together with any and all claims and causes of action with respect to any of the Purchased Assets, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- (e) any proceeds with respect to any and all of all of the foregoing, including all proceeds of, and all other profits, products, rentals or receipts, in whatever form, cash or non cash, arising from the collection, sale, lease, assignment, licensing or other disposition of, or realization upon, such Purchased Assets (including, without limitation, insurance proceeds), whether now existing or arising hereafter.

The foregoing assignment is made subject to that certain Patent Security Agreement dated of even date herewith between medi and MSORG, under which medi has been granted to MSORG a purchase money security interest in the Purchased Assets.

2. **Recordation and Further Actions.** The parties authorize the Commissioner for Patents in the United States Patent and Trademark Office and any other appropriate entities or agencies in any applicable jurisdictions to record this Patent Assignment Agreement upon request by medi. Following the date hereof, upon medi's reasonable request, MSORG shall take such steps and actions, and provide such cooperation and assistance to medi and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Purchased Assets to medi, or any assignee or successor thereto.

3. **Terms Used in the Technology Acquisition Agreement.** This Patent Assignment Agreement has been entered into pursuant to and in conjunction with the Technology Acquisition Agreement. Unless the context clearly otherwise requires, defined terms used in this Patent Assignment Agreement shall have the meanings assigned to such terms in the Technology Acquisition Agreement.

4. **Counterparts.** This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment Agreement.

5. **Successors.** This Patent Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

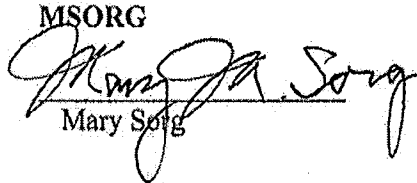
6. **Governing Law.** This Patent Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the state of North Carolina or any other jurisdiction).

7. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Patent Assignment Agreement by this reference.

[SIGNATURE PAGE FOLLOWS]

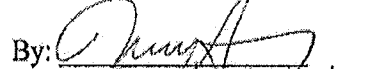
IN WITNESS WHEREOF, the parties hereto have agreed and accepted the terms and conditions of, and have duly executed this Patent Assignment Agreement to be made effective as of the date first above written.

AGREED TO AND ACCEPTED:

MSORG

Mary Sorg

medi USA, L.P.

By: medi Management, Inc., General Partner

By: 
Name: Timothy R. Harkney
Title: Controller

1416591v5