## 503210218 03/09/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3256833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SMART MEDICAL TECHNOLOGY, INC.	01/26/2015

## **RECEIVING PARTY DATA**

Name:	SAGE PRODUCTS, LLC
Street Address:	3909 THREE OAKS ROAD
City:	CARY
State/Country:	ILLINOIS
Postal Code:	60013

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

Property Type	Number
Patent Number:	7735164

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Address Line 2: BANNER & WITCOFF, LTD.
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ATTORNEY DOCKET NUMBER: 003230.00312 GGS/GB		
NAME OF SUBMITTER:	GREGORY G. SCHLENZ	
SIGNATURE:	/Gregory G. Schlenz, Reg. No. 55,597/	
DATE SIGNED:	03/09/2015	

## **Total Attachments: 5**

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PATENT 503210218 REEL: 035117 FRAME: 0066

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is entered into and made effective on January 24, 2015 ("Effective Date"), by and between SAGE PRODUCTS, LLC, a Delaware limited liability company ("Assignee"), and SMART MEDICAL TECHNOLOGY, INC., a Delaware corporation ("Assignor").

#### RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of the Effective Date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents, those applications for United States patents and that application for an international patent that are identified and set forth on Schedule A attached hereto and made a part hereof (collectively, the "Patents");

WHEREAS, Assignee wishes to purchase, and Assignor wishes to sell, all right, title and interest in, to and under the Patents as part of the Purchase Agreement;

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 1.1 of the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- I. Assignor does hereby sell, assign and transfer to Assignee the entire right, title and interest in, to and under the Patents, for the United States and for all foreign countries, including, without limitation, any continuations, continuations in part, divisions, reissues, reexaminations, extensions, renewals and foreign equivalents thereof, and any patent or patent application, U.S. or foreign, that claims priority to any of the Patents, the applications from which the Patents were granted, the subject matter of all claims that may be obtained therefrom, and all inventions contained therein, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Patents, including any continuations, continuations in part, divisions, reissues, reexaminations, extensions and renewals thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. Assignor represents and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in, to and under the Patents (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (b) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (c) he has not executed, and will not execute, any agreement or other instrument in conflict herewith.

PATENT REEL: 035117 FRAME: 0067 4. Assignor will provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications covering the inventions assigned herein; (b) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, without limitation, testifying as to my facts relating to the patent rights assigned herein and this Assignment; (c) in obtaining any additional patent protection that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other country; and (d) in the implementation or perfection of this Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties bereto have caused this Patent Assignment to be executed by their duly authorized representatives on the Effective Date.

SAGE PRODUCTS, LLC
By: // // //////////////////////////////
Name: O. Suit Juan
Title: NO NEW T
SMART MEDICAL TECHNOLOGY, INC.
Ву:
Name:
Title

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed by their duly authorized representatives on the Effective Date.

SAGE PRODUCTS, LLC

Ву:

Name:

Title:

SMART MEDICAL TECHNOLOGY, INC

By:

Name:

Title:

3

Counterpart Signature Page To Patent Assignment

# SCHEDULE A U.S. PATENTS AND U.S. PATENT APPLICATIONS

PATENT/PATENT APPLICATION	U.S. REG. NO.	PATENT DATE	FILE DATE
Method and Apparatus for Transferring Patients	7114204	October 3, 2006	January 14, 2005
Disposable Patient Transfer Mattress	7735164	June 15, 2010	December 5, 2007
Patient Transfer Kit	8276222	October 2, 2012	October 3, 2006
Patient Transfer Kit	8887326	November 18, 2014	September 7, 2012
Body Transport Apparatus	13/302703		November 22, 2011
Body Transport Apparatus with Integrated Handles	14/090952		November 26, 2013

# INTERNATIONAL PATENT APPLICATION

PATENT APPLICATION	REG. NO.	PATENT DATE	FILE DATE
Body Transport Apparatus with integrated Handles	PCT/US2014/067731		

PATENT REEL: 035117 FRAME: 0071

RECORDED: 03/09/2015