

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3263619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY J. BULLINGTON	01/29/2015
RICHARD G. PATTON M.D.	01/29/2015
SHAN E. GAW	01/31/2015
RECEIVING PARTY DATA	
Name:	MAGNOLIA MEDICAL TECHNOLOGIES, INC.
Street Address:	815 FIRST AVENUE, SUITE 140
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14096826
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
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Email:	ddoyle@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	MGMD-004/01US 316052-2036
NAME OF SUBMITTER:	SCOTT B. WESTON
SIGNATURE:	/Scott B. Weston/
DATE SIGNED:	03/12/2015
Total Attachments: 7	
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ASSIGNMENT

Gregory J. Bullington, residing at 5825 134th Place SE, Bellevue, WA 98006, Richard G. Patton, M.D., residing at 2561 Magnolia Blvd W., Seattle, WA 98199, and Shan E. Gaw, residing at 4027 Sunnyside Ave N, Seattle, WA 98103 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled STERILE BODILY-FLUID COLLECTION DEVICE AND METHODS, and which is a:

- (1) ☐ provisional application
(a) ☐ to be filed herewith; or
(b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. 14/096,826, and filed on December 4, 2013.
- (3) ☐ PCT application
(a) ☐ bearing Application No. , and filed on .

WHEREAS, Magnolia Medical Technologies, Inc., a corporation duly organized under and pursuant to the laws of Washington, and having its principal place of business at 815 First Avenue, Suite 140, Seattle, Washington 98104 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
(b) the application for patent identified in paragraph (1) (2) and/or (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) -- (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 1/27/15

By: [Signature]
Gregory L. Hollington

Name of

1
1-XX

County of

1

On

before me,

Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Signature] Notary Seal Above

Notary Commission Expires

Date: 01/29/2015

By: Richard G. Patton M.D.
Richard G. Patton M.D.

State of _____)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: 1/31/15

By: 

Shan E. Gaw

State of _____)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Name: 1/22/15 By: Gregory J. Halligan
Name: Gregory J. Halligan
Title: Co-founder and CEO
Company: Magnolia Medical Technologies, Inc.

State of

County of

On _____ before me,
Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies) and that he/
his/her/their signature(s) on the instrument of the person(s) to the entity upon behalf of
whom the person(s) acted constituted the instrument.

Witness my hand and official seal.

Signature of Notary Public

Place Stamp Seal Above

My Commission Expires _____