# 503240132 03/27/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3286751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RODNEY A. BRENNEMAN	09/13/2012
J. CHRISTOPHER FLAHERTY	09/20/2012

#### **RECEIVING PARTY DATA**

Name:	ROX MEDICAL, INC.
Street Address:	150 CALLE IGLESIA, SUITE A
City:	SAN CLEMENTE
State/Country:	CALIFORNIA
Postal Code:	92672

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14671509

### **CORRESPONDENCE DATA**

**Fax Number:** (650)284-2180

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.

**Phone:** 650-242-4210

Email: PATENT@LBHIP.COM

Correspondent Name: LEVINE BAGADE HAN LLP

Address Line 1: 2400 GENG ROAD, SUITE 120

Address Line 4: PALO ALTO, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	RXMD-N-Z003.02-US	
NAME OF SUBMITTER: LAURA L. GALLAGHER		
SIGNATURE: /Laura L. Gallagher/		
DATE SIGNED:	03/27/2015	

## **Total Attachments: 3**

source=RXMD-N-Z003.02-US 20150327 Assignment as e-filed#page1.tif source=RXMD-N-Z003.02-US 20150327 Assignment as e-filed#page2.tif source=RXMD-N-Z003.02-US 20150327 Assignment as e-filed#page3.tif

PATENT 503240132 REEL: 035277 FRAME: 0539

Attorney Docket No.: RXMDNZ00301

# ASSIGNMENT JOINT

THIS ASSIGNMENT, by Rodney A. BRENNEMAN and J. Christopher FLAHERTY, (hereinafter referred to as the assignors), residing at 34002 Las Palmas Del Mar, San Juan Capistrano, CA 92675, US and 2122 Kirkland Lake Drive, Auburndale, FL 33823, US, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled METHOD OF TREATING COPD WITH ARTIFICIAL ARTERIO-VENOUS FISTULA AND FLOW MEDIATING SYSTEMS [having an oath or declaration executed on even date herewith] bearing Application No. 13/529,364, filed June 21, 2012; and

WHEREAS, ROX MEDICAL, INC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 150 Calle Iglesia, Suite A, San Clemente, CA 92672, US, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to, and the right to claim priority to and for the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignce, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or

Ĭ.

Attorney Docket No.: RXMDNZ00301

continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignors.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>13 Sept 2017</u> Date	Rodney A BRENNEMAN
Date	J. Christopher FLAHERTY
Signature on behalf of	Assignee:
<u>13 Sept 2012</u> Date	ROX MEDICAL, INC.  Name: Roding Brennenay  Title: Pres/CEO

Attorney Docket No.: RXMDNZ00301

continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignors.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date	Rodney A. BRENNEMAN
9/20/2012	
Date	J. Christopher FLAHERTY
Signature on behalf o	f Assignee:
Date	ROX MEDICAL, INC.
	Name:
	Title:

2