

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3307619

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROGER A. SABBADINI	05/22/1998
RECEIVING PARTY DATA		
Name:	MEDLYTE DIAGNOSTICS, INC.	
Street Address:	12509 DEL SOL ROAD	
City:	LAKESIDE	
State/Country:	CALIFORNIA	
Postal Code:	92040	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	09489158	
PCT Number:	US9810486	
CORRESPONDENCE DATA		
Fax Number:	(817)488-8076	
<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:	8583509090	
Email:	docketing@acuitylg.com	
Correspondent Name:	DANIEL M. CHAMBERS	
Address Line 1:	12707 HIGH BLUFF DRIVE, SUITE 200	
Address Line 2:	ACUITY LAW GROUP	
Address Line 4:	SAN DIEGO, CALIFORNIA 92130	
ATTORNEY DOCKET NUMBER:	LPT-2001-DV2 & PC	
NAME OF SUBMITTER:	LAUREN BISHER	
SIGNATURE:	/Lauren Bisher/	
DATE SIGNED:	04/13/2015	
Total Attachments: 5		
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ASSIGNMENT OF RIGHTS

WHEREAS, Roger A. Sabbadini ("Assignor"), having an address at 12509 Del Sol Road, Lakeside, California 92040, is the inventor of and had or has certain rights, title, and interest in (i) certain inventions (the "Inventions") set forth in a provisional patent application for a U.S. patent having a priority date of June 10, 1997, entitled "Method for Early Detection of Myocardial Ischemia" (U.S. Serial No. 60/049,274; the "Provisional Application"); (ii) a regular utility patent application claiming priority to the Provisional Application, which regular utility patent application has been filed on May 22, 1998, entitled "Methods for Early Detection of Heart Disease" (the "Utility Application"); and (iii) other rights to develop, use, and exploit devices and methods described in the Utility Application, together with the goodwill of the business relating thereto (collectively, the "Other Rights"); and

WHEREAS, Medlyte Diagnostics, Inc. ("Assignee"), having an address at 12509 Del Sol Road Lakeside, CA 92040, is desirous of obtaining any and all rights Assignor has in the Inventions, the Utility Application, and the Other Rights; and

WHEREAS, Assignor is agreeable to assigning his worldwide rights, title, and interest in and to the Inventions, the Utility Application, and the Other Rights to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, hereby does sell, assign, and transfer unto Assignee, its successors and assigns, without warranty, all of Assignor's rights, title, and interest in and to the Inventions, the Utility Application, and the Other Rights in the United States and the rest of the world, and all provisionals (other than the Provisional Application, which has previously been assigned to Assignee), divisions, renewals, and continuations (including any continuation-in-part) thereof, and all Letters Patents (or equivalent) of the United States or other governmental jurisdictions throughout the world which may be granted thereon or claim priority thereto, and all reissues and

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re-examination certificates and extensions thereof, and all rights of priority under international conventions and applications for Letters Patents (or equivalent) which may hereafter be filed for said Inventions, the Provisional Application, the Utility Application, or Other Rights in the United States, and Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any official of the United States, or of any other governmental jurisdiction in the world whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents (or equivalent) for said Inventions to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument. Assignee understands and agrees that this assignment and transfer conveys all of Assignor's rights, title, and interest in and to the Inventions, the Utility Application, and the Other Rights, without any warranty by Assignor as to the extent, validity, patentability, enforceability, or other protectability of such rights, title, and interest, except that Assignor covenants that he is unaware of any heretofore undisclosed facts that would prevent the patentability of the Inventions; Assignor further covenants that he is unaware of the existence of any third party having intellectual property rights which conflict with the Inventions.

AND ASSIGNEE HEREBY covenants and agrees to defend and indemnify Assignor from any claims and liabilities ever arising from this assignment, or ever arising from the subject matter of this assignment; except that Assignee shall have no obligation to defend or indemnify Assignor in any lawsuit which names Assignor which arises from acts or omissions of Assignor which occurred prior to the date of this Assignment; nor shall Assignee have any obligation to defend or indemnify Assignor in any lawsuit arising from Assignor's failure to disclose to Assignee material information prior to the date of this Assignment.

AND ASSIGNOR HEREBY covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting the Inventions, the Utility Application, or Other Rights, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns,

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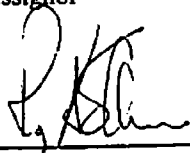
to obtain and enforce proper patent protection for said Inventions, the Utility Application, or Other Rights.

AND ASSIGNOR HEREBY makes, constitutes, and appoints Assignee as his ATTORNEY-IN-FACT to take any and all further actions on his behalf useful or necessary to give effect to this Assignment of Rights and to otherwise exercise any and all rights with respect to the Inventions, the Utility Application, and/or the Other Rights.

AND ASSIGNEE HEREBY agrees to and accepts the terms of this agreement.

IN TESTIMONY WHEREOF, Assignor and Assignee have set their hands and seals this
2nd day of May, 1998.

Assignor



Roger A. Sabbadini

Assignee



Medlyte Diagnostics, Inc.

By Robert E. Klepper
Vice President and Chief Research Officer

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IN WITNESS WHEREOF, I hereto set my hand and seal at San Diego CA, this 22 day of May, 1998.

R. A. Sabbadini
Roger A. Sabbadini

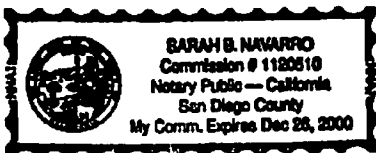
State of CALIFORNIA

County of SAN DIEGO

On May 22, 1998 before me, SARAH B. NAVARRO,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Roger A. Sabbadini,
Name(s) of Signer(s)

☐ personally known to me -- OR -- ☒ 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.

Sarah B. Navarro

Signature of Notary Public

IN WITNESS WHEREOF, I hereto set my hand and seal at SAN DIEGO, CA, this 22 day of May, 1998.


Robert E. Klepper

State of CALIFORNIA

County of SAN DIEGO

On May 22, 1998 before me, SARAH B. NAVARRO,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert E. Klepper,
Name(s) of Signer(s)

☐ personally known to me -- OR -- ☒ 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

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