503341232 06/09/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3387852

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BIOVIGIL, LLC	05/31/2011

RECEIVING PARTY DATA

Name:	BIOVIGIL HYGIENE TECHNOLOGIES, LLC	
Street Address:	924 N. MAIN ST., SUITE 2	
City:	ANN ARBOR	
State/Country:	MICHIGAN	
Postal Code:	48104	

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7286057
Patent Number:	7482936
Patent Number:	7616122
Patent Number:	7982619
Patent Number:	9013312
Patent Number:	7936275
Application Number:	13099207
Patent Number:	8502681

CORRESPONDENCE DATA

Fax Number: (877)769-7945

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: (617) 542-5070
Email: LYB@fr.com
Correspondent Name: SEAN M. DEAN

Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	39298
NAME OF SUBMITTER:	LAKEISHA BRYANT
SIGNATURE:	/Lakeisha Bryant/

503341232 PATENT REEL: 035806 FRAME: 0217

DATE SIGNED:	06/09/2015	
Total Attachments: 4		
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source=BIOVIGIL_BHT#page3.tif		
source=BIOVIGIL_BHT#page4.tif		

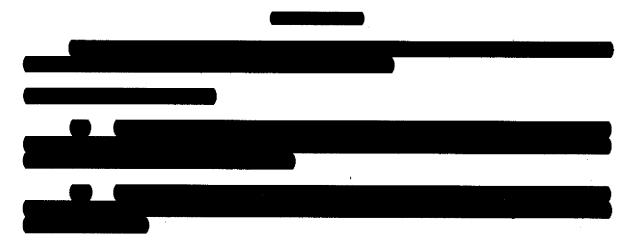
PATENT REEL: 035806 FRAME: 0218

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of October 24, 2011, by and between BIOVIGIL, LLC, a Michigan limited liability company ("BioVigil"), and BIOVIGIL HYGIENE TECHNOLOGIES, LLC, a Delaware limited liability company ("BHT").

RECITALS:

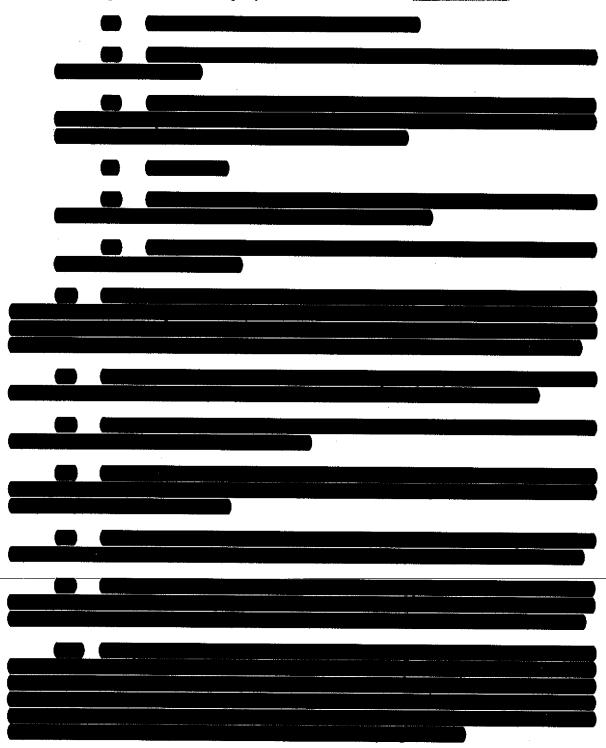
- A. BioVigil has developed a proprietary system to increase hand hygiene detection and reporting and related matters (the "Business").
- B. On May 31, 2011, BioVigil established BHT as a wholly owned subsidiary and entered into an Limited Liability Company Agreement on behalf of BHT, effective as of May 31, 2011 (the "LLC Agreement").
- C. BioVigil now desires to transfer to BHT, as a capital contribution, all of the Assets (as defined below) and Liabilities (as defined below), upon the terms and subject to the conditions set forth in this Agreement.



- 1.3 "Assets" means all assets and properties used in connection with or related to the Business, whether known or unknown, tangible or intangible, real or personal, wherever situated, including, without limitation, the following:
 - (a) all intangible assets used in connection with, or related to, the Business;
 - (b) all patents, patent applications, trademarks, trademark applications and registrations, trade names, service marks, service names, copyrights, copyright applications and registrations, commercial and technical trade secrets, engineering, production and other designs, drawings, specifications, formulae, technology, computer and electronic data processing programs and software, inventions, processes, know-how, confidential information and other proprietary property rights and interests used in

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connection with, or related to, the Business owned, developed or licensed by BioVigil, including the Intellectual Property set forth on the attached <u>Schedule 1.3(b)</u>;



2

AnnArbor_199877_1

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement as of the date first written above.

BIOVIGIL:

BIOVIGIL, LLC, a Michigan limited liability company

oon than

By:

Dr. Steven F. Bolling, Manager

BHT:

BIOVIGIL HYGIENE TECHNOLOGIES, LLC a Delaware limited liability company

By:

Dr. Steven F. Bolling, Authorized

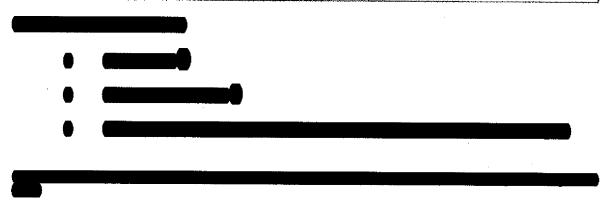
Representative

[Signature Page to Contribution Agreement (BioVigil, LLC to BioVigil Hygiene Technologies, LLC)]

Schedule 1.3(b) Intellectual Property

Patents:

Title	Patent/App. No.	Comments
Hand Cleanliness	7,286,057	Issued 10/23/2007
Hand Cleanliness	7,482,936	Issued 1/27/2009
Hand Cleanliness	2006262524	Pending
Hand Cleanliness	2612748	Pending
Hand Cleanliness	200680030305.0	Pending
Hand Cleanliness	06773178.6	Pending
Hand Cleanliness	08111662.6	Pending
Hand Cleanliness	2008-518244	Pending
Hand Cleanliness	7,616,122	Issued 11/10/2009.
Hand Cleanliness	12/614,822	Allowed, Issue fee paid 6/14/2011.
Hand Cleanliness	7,936,275	Issued 5/3/2011
Hand Cleanliness	13/099,207	Pending
Hand Cleanliness	12/877,596	Pending
Hand Cleanliness	PCT/US2010/048150	Pending



S-1

AnnArbor_199877_1