

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3387685

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TIBION CORPORATION	04/16/2013
RECEIVING PARTY DATA		
Name:	ALTERG, INC.	
Street Address:	48438 MILMONT DRIVE	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14162553	
CORRESPONDENCE DATA		
Fax Number:	(650)212-7562	
<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:	650-212-1700	
Email:	info@shayglenn.com	
Correspondent Name:	SHAY GLENN LLP	
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210	
Address Line 4:	SAN MATEO, CALIFORNIA 94403	
ATTORNEY DOCKET NUMBER:	10592-712.300	
NAME OF SUBMITTER:	JENNIFER CAPIZZI	
SIGNATURE:	/Kathleen R. Kelleher, Reg. No. 62,230/	
DATE SIGNED:	06/08/2015	
Total Attachments: 8		
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
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PATENT

REEL: 035865 FRAME: 0166

ASSIGNMENT OF INTELLECTUAL PROPERTY

Tibion Corporation
 12/18/13
Initial / Date by Charles Rembsberg

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is executed, acknowledged and delivered by ~~Tibion Corporation, Inc.~~, a Delaware corporation (the "Assignor"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement dated as of April 16, 2013 (the "Asset Purchase Agreement") between Assignor as Seller, and AlterG, Inc., a Delaware corporation (the "Assignee"), as Purchaser. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the following intellectual property: (1) any patents issuing on any patent applications listed in Schedule 1-A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing listed in Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents"); (2) certain mark(s) registered in the United States Patent and Trademark Office and other marks not so registered (collectively, as set forth in Schedule 1-B hereto and incorporated herein by reference, the "Assigned Marks") and the registration and applications for registration in the United States Patent and Trademark Office (collectively as set forth in Schedule 1-B annexed hereto and made a part hereof, the "Trademark Registrations"); (3) rights in, arising out of, or associated with domain names (the "Domain Name Rights") and (4) copyrights, works of authorship, copyright registrations and applications therefor, including all moral rights and any other rights corresponding thereto anywhere in the world listed in Schedule 1-D annexed hereto and made a part hereof (collectively the "Copyrights," and together with the Patents, the Assigned Marks, the Trademark Registrations, the Domain Name Rights, and all other Seller Intellectual Property, as defined in the Asset Purchase Agreement, the "Intellectual Property")

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property, in the United States of America, and in its territories and dependencies and also in all countries foreign to the United States of America.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, including:

(1) (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the

same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents;

(2) (i) in and to the Assigned Marks and the Trademark Registrations together with the goodwill of the business symbolized by the Assigned Marks and Trademark Registrations, throughout the world; (ii) to apply for, in any and all countries in the world, any registrations and applications for registration for the Assigned Marks and Trademark Registrations, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Assigned Marks and Trademark Registrations including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks and Trademark Registrations;

(3) in and to the Domain Name Rights, including any papers for transferring the domain name registrations as required by any domain name registrar; and

(4) (i) in and to the Copyrights; (ii) in and to causes of action and enforcement rights for the Copyrights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Copyrights, and (iii) to apply in any or all countries of the world for copyrights, design rights and other artistic and literary rights for the Copyrights, including without limitation under the Paris Convention for the Protection of Industrial Property, the Berne Convention, the Universal Copyright Convention or any other convention, treaty, agreement or understanding.

Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of the Patents, Assigned Marks, Trademark Registrations, Copyrights, the Domain Name Rights, and other Seller Intellectual Property; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property including, but not limited to, testifying as to any facts relating to the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property assigned herein and this Assignment; (3) obtaining any additional protection for the Patents, Assigned Marks, Trademark Registrations, the Domain Name Rights, Copyrights, and other Seller Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

Assignor hereby represents, warrants and covenants that it has all rights necessary

to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor also hereby authorizes the respective copyright office or governmental agency in each jurisdiction to issue any and all copyrights, design rights and other artistic and literary rights, which may be granted upon any of the Copyrights in the name of Assignee, as the assignee to the entire interest therein. Assignor further agrees that Assignee shall have the right to alter, modify or combine the Copyrights with other works, and hereby waives any claim that any version of the Copyrights constitutes a violation of any "moral rights" or a distortion, mutilation or disparagement or contains unauthorized variations of the same.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

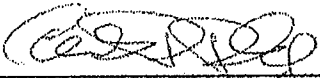
This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to issues relating to the Seller Intellectual Property, if any, and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property
Assignment to be executed as of this 16th day of April 2013.

ASSIGNOR:

TIBION CORPORATION

By: 
Charles Remsberg, President

SCHEDULE 1-A

Docket No. (10592-)	Country / App. Type	Status Label	Application No.	App. Date	Pub. No.	Pub. Date	Pat. No.	Grant Date	Title
700.200	United States / Non-Prov.	Published	12/134,095	6/5/2008	2009-0306548	12/10/2009			Therapeutic Method And Device For Rehabilitation
701.200	United States / Non-Prov.	Granted	12/366,998	2/6/2009	2009-0204038	8/13/2009	8,052,829	11/8/2011	Multi-Fit Orthotic And Mobility Assistance Apparatus
701.300	United States / Continuation	Published	13/274,109	10/14/2011	2012-0095377	4/19/2012			Multi-Fit Orthotic And Mobility Assistance Apparatus
702.200	United States / Non-Prov.	Granted	10/704,483	11/8/2003	2004-0102723	5/27/2004	6,966,882	11/22/2005	Active Muscle Assistance Device And Method
702.300	United States / Continuation	Published	12/205,705	9/5/2008	2009-0036804	2/5/2009			Power Regeneration In Active Muscle Assistance Device And Method
702.301	United States / Continuation	Published	12/660,735	8/20/2010	2010-0316006	12/16/2010			Intention-Based Therapy Device And Method
702.302	United States / Continuation	Published	13/290,980	11/7/2011	2012-0053498	3/1/2012			Intention-Based Therapy Device And Method
702.400	United States / Divisional	Granted	11/221,452	9/7/2005	2006-0004307	1/5/2006	7,537,673	5/26/2009	Active Muscle Assistance And Resistance Device And Method
702.EPO	Europe / PCT Nat. Phase	Published	03781913.3	11/7/2003	1583497	10/12/2005			Active Muscle Assistance Device And Method
703.200	United States / Non-Prov.	Granted	10/874,986	6/22/2004	2006-0006980	1/13/2005	7,239,065	7/3/2007	Electrostatic Actuator With Fault Tolerant Electrode Structure
703.400	United States / Divisional	Granted	11/773,331	7/3/2007	2008-0007137	1/10/2008	7,521,836	4/21/2009	Electrostatic Actuator With Fault Tolerant Electrode Structure
704.200	United States / Non-Prov.	Granted	11/033,368	1/10/2005	2006-0152098	7/13/2006	7,365,463	4/29/2008	High-Torque Motor
705.200	United States / Non-Prov.	Granted	11/648,403	1/3/2007	2007-0155559	7/5/2007	7,648,436	1/19/2010	Rotary Actuator
705.202	United States / Non-Prov.	Granted	11/849,690	1/3/2007	2007-0155557	7/5/2007	7,811,189	10/12/2010	Deflector Assembly
706.200	United States / Non-Prov.	Granted	11/932,799	10/31/2007	2008-0185005	8/14/2008	8,353,854	1/15/2013	Methods And Devices For Moving A Body Joint
706.400	United States / Divisional	Pending	13/883,503	11/21/2012					Methods And Devices For Deep Vein Thrombosis Prevention
708.200	United States / Non-Prov.	Granted	12/191,837	8/14/2008	2010-0039052	2/18/2010	8,058,823	11/15/2011	Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint
708.400	United States / Divisional	Published	13/593,366	8/23/2012	2012-0316475	12/13/2012			Actuator System With A Motor Assembly And Latch For Extending And Flexing A Joint
708.500	United States / Cont. in Part	Granted	12/363,577	1/30/2009	2010-0038983	2/18/2010	8,274,244	9/25/2012	Actuator System And Method For Extending A Joint

Docket No. (10592-)	Country / App. Type	Status Label	Application No.	App. Date	Pub. No.	Pub. Date	Pat. No.	Grant Date	Title
708.CNO	China / PCT Nat. Phase	Published	200980140750.6	8/14/2009	CN102187118	9/14/2011			Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint
708.EPO	Europe / PCT Nat. Phase	Published	09807389.3	8/14/2009	2324267	5/25/2011			Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint
708.JPO	Japan / PCT Nat. Phase	Published	2011-523208	8/14/2009	2012-500062	1/5/2012			Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint
709.200	United States / Non-Prov.	Published	12/363,597	1/30/2009	2010-0198124	8/5/2010			System And Method For Controlling The Joint Motion Of A User Based On A Measured Physiological Property
710.200	United States / Non-Prov.	Published	12/471,299	6/22/2009	2010-0204620	8/12/2010			Therapy And Mobility Assistance System
712.200	United States / Non-Prov.	Published	12/703,067	2/9/2010	2010-0211355	8/19/2010			Foot Pad Device And Method Of Obtaining Weight Data
713.200	United States / Non-Prov.	Pending	13/709,832	12/10/2012					Orthotic Device Sensor
714.100	United States / Prov.	Pending	61/798,101	3/15/2013					Orthotic Device Drive System and Method

SCHEDULE 1-B

Trademark	Serial Number	Filing Date	Publication Date	Registration Date	Registration Number	Status	Abandonment Date
TIBION BIONIC LEG	85502021	December 22, 2011	November 20, 2012	February 5, 2013	4284993	Live	
TIBION	78442058	June 28, 2004	September 27, 2005			Dead	January 19, 2009
TIBION	77632458	December 12, 2008	April 14, 2009	March 6, 2012	4109140	Live	
TIBION POWERKNEE	77117192	February 27, 2007	August 28, 2007			Dead	June 21, 2010

SCHEDULE 1-D

None.