#### 503431724 08/11/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3478349

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TECHNO-SCIENCES, INC.	09/18/2013

#### **RECEIVING PARTY DATA**

Name:	INNOVITAL SYSTEMS, INC.
Street Address:	11750 BELTSVILLE DRIVE, 3RD FLOOR
City:	CALVERTON
State/Country:	MARYLAND
Postal Code:	20705

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7931240

#### **CORRESPONDENCE DATA**

Fax Number: (443)263-4189

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.

Email: mvchider@ober.com

Correspondent Name: OBER|KALER C/O ROYAL W. CRAIG

Address Line 1: 100 LIGHT STREET

Address Line 4: BALTIMORE, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	034604.081824
NAME OF SUBMITTER:	ROYAL W. CRAIG
SIGNATURE:	/Royal W. Craig/
DATE SIGNED:	08/11/2015

## **Total Attachments: 9**

source=TSI-InnoVital Patent Assignment Agreement#page1.tif source=TSI-InnoVital Patent Assignment Agreement#page2.tif source=TSI-InnoVital\_Patent\_Assignment\_Agreement#page3.tif source=TSI-InnoVital\_Patent\_Assignment\_Agreement#page4.tif source=TSI-InnoVital Patent Assignment Agreement#page5.tif source=TSI-InnoVital Patent Assignment Agreement#page6.tif source=TSI-InnoVital Patent Assignment Agreement#page7.tif

> **PATENT REEL: 036299 FRAME: 0188**

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**Execution Version** 

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), executed this

18th day of September, 2013, and effective as of July 1, 2013, is made by Techno-Sciences, Inc.

("Seller"), a Maryland corporation, in favor of InnoVital Systems, Inc. ("Buyer"), a Delaware

corporation and the purchaser of certain assets of Seller pursuant to an Asset Purchase

Agreement between Buyer and Seller, dated as of September 18, 2013 (the "Asset Purchase

Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed,

transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and

has agreed to execute and deliver this Patent Assignment, for recording with governmental

authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the

payment of the consideration stipulated in the Asset Purchase Agreement and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller

hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of

Seller's right, title and interest in and to the following (collectively, the "Assigned Properties"):

(a) the patents and patent applications of Seller listed in Exhibit 1 attached to this

Patent Assignment, and all issuances, divisions, continuations, continuations-in-part, reissues,

extensions, reexaminations and renewals thereof (the "Assigned Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the Assigned

Patents provided by applicable law of any jurisdiction, by international treaties and conventions

and otherwise throughout the world, and any foreign applications filed pursuant to such rights shall be issued in the name of Buyer or its designee insofar as permitted by applicable law;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter

due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing,

whether accruing before, on and/or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such

damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any

other governmental officials to record and register this Patent Assignment upon request by

Buyer. Seller shall take such steps and actions following the date hereof, including the execution

of any documents, files, registrations, or other similar items, to ensure that the Assigned

Properties are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that

any further representations, warranties, covenants, agreements and indemnities relating to the

Assigned Properties and contained in the Asset Purchase Agreement are incorporated herein by

this reference, and shall not be superseded hereby. In the event of any conflict or inconsistency

between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset

Purchase Agreement shall govern.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to

the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of

action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent

Assignment and the transactions contemplated hereby shall be governed by, and construed in

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accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

\* \* \* \* \*

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

SELLER:	
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TECHN	o-sci	ENC	ES, IN	C.		
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Name: . Title:				iance		
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On this \_\_\_\_day of \_\_\_\_\_, 2013, Amy P. Hizoune, an authorized officer of Techno-Sciences, Inc. personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as authorized corporate officer.

In witness hereof I hereunto set my hand and official seal.

same NARI KONGEN PANG**ERA**AN PARIS

[Notary Seal]

My Commission expires 741/8,206

MART AATHLEST FEDDIGES Notory Public - Meryland Notory Public - Meryland My Commission Sepires January 18, 8016

[Signature Page - Patent Assignment Agreement]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

Techno-Sciences, Inc	

Name:

Title:

Address for Notices:

InnoVital Systems, Inc.

By: \_\_\_\_\_\_ Name: Geesse I: Henry

Title: CEO

Address for Notices: 11750 Believe Dr. 31 Fine.
Barrier 10 20705

[Signature Page to Patent Assignment Agreement]

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personally appeared, kno within the instrument, be	wn to me (or satisfactori ing authorized so to do,	], an authorized officer of T ly proven) to be the person whose executed the foregoing instrume	se name is subscribed to nt for the purposes
therein contained, by sign	ung the name of the corp	onation by himself as authorized	i corporate officer.
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InnoVital Systems, Inc.			
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personally appeared, knowithin the instrument, be	wn to me (or satisfactoring authorized so to do,	1986.], an authorized officer of I ly proven) to be the person who executed the foregoing instrume poration by himself as authorized	se name is subscribed to nt for the purposes
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	Name: (7) <u>1824</u>	<i>Kolden (LL) gel</i> Kariber: Ridig sæ <sub>t</sub> nom	ry Public]
[Notary Scal]	My Commission	expires <u>0</u> 418/206	

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Exhibit 1

To Patent Assignment

Assigned Patents

Patent No.	Country	Status	Full / Prov / Div	Titte	Inventors
8,473,163	ns	Issued	Full	Method of Determining Impact Severity and Adaptive Impact Attenuation	Hiemenz, Hu, Vora
8,424,656	SN	lssued	Full	Rotary Vane Magnetorheological Energy Absorber	Hiemenz, Hu, Wereley, Ngatu
8,413,772	Sn	penssi	Full	Magnetorheological Fluid Elastic Lag Damper for Helicopter Rotors	Wereley, Hu, Kothera, Chen, Ngatu
8,401,740	SN	lssued	Full	Adaptive Energy Absorption System for a Vehicle	Hiemenz, Kothera, Wereley
8,311,705	Sn	penssi	Fuill	Constant Force Control Methodology for Shock Absorption	Hiemenz, Wang, Choi, Wereley
8,307,753	ns	Issued	Full	Fluidic Artificial Muscle Actuator and Swaging Process Therefor	Woods, Kothera, Wereley
8,285,495	SN	Issued	Full	Corrosion Inspection and Monitoring System	Purekar, Wereley, Chen
7,931,240	SN	Issued	Full	Cellular Support Structures used for Controlled	Kothera, Woods, Bubert,
7,921,973	SO	Issued	Full	Actuation of Fluid Contact Surfaces Adaptive Energy Absorption System for a Vehicle	Wereley, Chen Hiemenz, Hu, Wereley, Chen,
7,878,312	Sn	lssued	Full	Adaptive Energy Absorption System for a Vehicle	Wereley, Hiemenz, Hu, Chen
7,837,144	Sn	panssi	Full	Fluid-Driven Artificial Muscles as Mechanisms for Controlled Actuation	Kothera, Woods, Sirohi, Wereley, Chen
7,822,522	SN	lssued	Ful	Adaptive Energy Absorption System for a Vehicle Seat	Wereley, Hiemenz, Choi, Wang, Chen
7,563,097	Sn	lssued	E	Stabilizing hand grip system	LaVigna, Brei, Luntz, Pathak
7,424,823	NS	Issued	Ţ	Method of determining the operating status of a	Teolis, Teolis

				turbine engine utilizing an analytic representation	
				of sensor data	
7,409,854	sn	penssi	Full	Method and apparatus for determining an operating status of a turbine engine	Teolis, Teolis, Kim
5,631,437	SN	Issued	ENT.	Gun muzzle control system using barrel mounted actuator assembly	LaVigna, Blankenship, Kwatny
US2013/0497 26	PCT	Application	Full	Diaphragm Assist Device	Krimsky, Kothera, Hiemenz, Shah
TBD	SN	Application	III	Diaphragm Assist Device	Krimsky, Kothera, Hiemenz, Shah
61/836,773	sn	Application	Prov	Method and Apparatus to Monitor Physiologic and Biometric Parameters Using a Non-Invasive Set of Transducers	Krimsky, Purekar, Hiemenz
61/804,916	Sn	Application	Prov	Acoustic Event and Vibration Sensing Methodology for Rotating Shaft	Purekar
61/793,362	SD	Application	Prov	Diaphragm Assist Device	Kothera, Hiemenz
61/781,998	ns	Application	Prov	Diaphragm Assist Device	Kothera, Hiemenz
61/764,313	ns	Application	Prov	Active Spinal Support System	Hiemenz, Kothera, Sztein
61/681327	Sn	Application	Prov	Safe Cannulation Device	Yasar, Gaddam, Sztein
61/619,141	us US	Application Application	Prov	Diaphragm Assist Device Non-Contact Torque Sensor (NCTS) for Rotating	Kothera, Hiemenz Purekar, Yoo, Flatau
				Shafts	
61/838,497	Sn	Application	Prov	ANTI-FOULING SLEEVE FOR AN ENDOTRACHEAL TUBE	Krimsky, Yasar
13/674,387	SN	Application	Full/Div	Fluidic Artificial Muscle Actuator and Swaging Process Therefor	Woods, Kothera, Wereley
13/630,421	sn	Application	vid/lin4	Magnetorheological Fluid Elastic Lag Damper for Helicopter Rotors	Wereley, Hu, Kothera, Chen
US2011/0266 391	รก	Application	Full	Fluidic Artificial Muscle Actuation System for Trailing-Edge Flap	Kothera, Wereley, Woods
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Extensile Fluidic Muscle Actuator Woods, Wereley, Kothera, Boyer	Failsafe Magnetorheological Energy Absorber Hiemenz, et al.	Apparatus and Method for Non Contact Sensing Purekar, Yoo, Flatau of Forces and Motion on Rotating Shaft	COMPREHENSIVE AND RETROFITTABLE Hiemenz, Sheth, Yasar	OCCUPANT SENSOR SUITE	Rotary Vane Magnetorheological Energy Absorber Hiemenz, Hu, Wereley, Ngatu	Adaptive Energy Absorption System For A Vehicle Hiemenz, Kothera, Wereley	
Full Exte	Full Fails	Full App	Full CON	000	Full Rota	Full Ada	Seat
Application	Application	Application	Application		Application	Application	
ns	ns	sn	SN	****	Israel	Israel	(CERTED )
US2011/0067 563	13/916,227	13/855,248	13/783,661		206,340	204,568	

**RECORDED: 08/11/2015**