503433402 08/12/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3480026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KIMBERLEE GERDEMAN	07/29/2015
ANDREW GRABIEL	07/29/2015
KENNETH LEER	07/29/2015
JOE SCHMUGGE	08/12/2015
WADE J. STEIGAUF	08/03/2015
BENJAMIN STRONG	07/29/2015
SHANNON WERB	07/29/2015
ANGELA YATES	08/04/2015

RECEIVING PARTY DATA

Name:	VIRTUAL RADIOLOGIC CORPORATION	
Street Address:	11995 SINGLETREE LANE SUITE 500	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55344	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14721637

CORRESPONDENCE DATA

Fax Number:

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: request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3403.021US1
NAME OF SUBMITTER:	BETH MOON
SIGNATURE:	/Beth Moon/
DATE SIGNED:	08/12/2015

Total Attachments: 21	
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RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 3403.021US1 Patent and Trademark Office To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Virtual Radiologic Corporation Kimberlee Gerdeman, Andrew Grabiel, Kenneth Leer, Joe Schmugge, Wade J. Steigauf, Benjamin Strong, Street Address: 11995 Singletree Lane Suite 500 Shannon Werb, Angela Yates Additional name(s) of conveying party(ies) attached? City: Minneapolis State: MN Zip: 55344 Country: United States of America []Yes [X]No Additional name(s) & address(es) attached? []Yes [X]No 3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: <u>July 29, 2015, July 29, 2015, July 29, 2015, August 12, 2015, August 3, 2015, July 29, 2015</u> July 29, 2015, August 4, 2015 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 14/721,637 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: Robert M. Hirning [[Enclosed [Authorized to be charged to deposit account 19-Address: 0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, MN 55402--0938 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. August 12, 2015 Robert M. Hirning/Reg. No. 59,215 Name of Person Signing Signature Total number of pages including cover sheet: 21

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks Mail Stop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450

Attorney Docket No. 3403.021US1

ASSIGNMENT

WHEREAS, Kimberlee Gerdeman, Andrew Grabiel, Kenneth Leer, Joe Schmugge, Wade J. Steigauf, Benjamin Strong, Shannon Werb and Angela Yates (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on May 26, 2015, which application was assigned US patent application serial number 14/721,637, and which is titled RADIOLOGY WORKFLOW COORDINATION TECHNIQUES.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Virtual Radiologic Corporation (the "Assignee"), a corporation of the State of Delaware, having a place of business at 11995 Singletree Lane, Suite 500, Minneapolis, MN 55344, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 2 of 10

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment
Assignors: Kimberice Gerdeman et al.
Tale: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 3 of 10

Assignor:

(Signature):

Name: Kimberlee Gerdeman

City/State: Eden Prairie, MN

Date:

PATENT

REEL: 036335 FRAME: 0599

Docket No: 3403.021US1

Assignment
Assignors: Kimberlee Gerdeman et al.
Tide: RADIOLOGY WORKFLOW COORDINATION VECHNIQUES
Page 4 of 16 Decket No. 3403.0211381

Assignor:

(Signature):

Name: Andrew Grabiel City/State: Eden Prairie, MN

Date:

JUL 29 2015 Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKILOW COORDINATION TECHNIQUES
Page 5 of 10

Docket Not 3403.021UST

Assignor:

(Signature):

Name: Kenneth Leer

City/State: Chanhassen, MN

Date:

Docket No. 3403.021USI

Assignment
Assigners: Kimberlee Gordeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 6 of 10

Assignor:

(Signature):

Name: Joe Schmugge

City/State: Minneapolis, MN

Date:

Docket No: 3403.021US1 Assignment

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES Page 7 of 10

Assignor:

(Signature):

Name: Wade J. Steigauf City/State: Bloomington, MN

August 3, 2015 Date:

Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 8 of 10

Assignor:	
(Signature):	
	Name: Benjamin Strong
	City/State: <u>Tucson, AZ</u>
Date:	

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 9 of 10

Assignor:

(Signature): Shannon With

Name: Shannon Werb

City/State: Eden Prairie, MN

Date: July 29, 2015

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 10 of 10

Assignor:

(Signature):

Name: Angela Yates
City/State: Sioux City, IA

Date: 8/4/2015

Attorney Docket No. 3403.021US1

ASSIGNMENT

WHEREAS, Kimberlee Gerdeman, Andrew Grabiel, Kenneth Leer, Joe Schmugge, Wade J. Steigauf, Benjamin Strong, Shannon Werb and Angela Yates (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on May 26, 2015, which application was assigned US patent application serial number 14/721,637, and which is titled RADIOLOGY WORKFLOW COORDINATION TECHNIQUES.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Virtual Radiologic Corporation (the "Assignee"), a corporation of the State of Delaware, having a place of business at 11995 Singletree Lane, Suite 500, Minneapolis, MN 55344, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 2 of 10

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 3 of 10

Assignor:

(Signature):

Name: Kimberlee Gerdeman
City/State: Eden Prairie, MN

Name: Andrew Grabiel
City/State: Eden Prairie, MN

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 4 of 10

Assignor:

(Signature):

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 5 of 10

Assignor:

(Signature):

Name: Kenneth Leer
City/State: Chanhassen, MN

Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 6 of 10

Assignor:

(Signature):

Date:

Name: Joe Schmugge
City/State: Minneapolis, MN

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 7 of 10

Assignor:

(Signature):

Name: Wade J. Steigauf
City/State: Bloomington, MN

Assignors: Kimberlee Gerdeman et al.

Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES

Page 8 of 10

Assignor:

(Signature): Docusigned by:

Name: Benjamin Strong
City/State: Tucson, AZ

Date: July 29, 2015

City/State:

Date:

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 9 of 10

Assignor:

(Signature):

Name: Shannon Werb

Assignment
Assignors: Kimberlee Gerdeman et al.
Title: RADIOLOGY WORKFLOW COORDINATION TECHNIQUES
Page 10 of 10

Docket No: 3403.021US1

Assignor:

(Signature):

Name: Angela Yates
City/State: Sioux City, IA

Date:

PATENT REEL: 036335 FRAME: 0616

RECORDED: 08/12/2015