

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3486608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
XENNOVATE MEDICAL, LLC	08/10/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	XM ACQUISITION, LLC
<b>Street Address:</b>	9079 TYLER BLVD
<b>City:</b>	MENTOR
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44060
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7309809
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(440)285-9423
<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>	
<b>Phone:</b>	440-285-2242
<b>Email:</b>	JFLYNN@TDDLAW.COM
<b>Correspondent Name:</b>	JAREDD FLYNN
<b>Address Line 1:</b>	100 7TH AVENUE
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<b>Address Line 4:</b>	CHARDON, OHIO 44024
<b>ATTORNEY DOCKET NUMBER:</b>	CHEMSULTANTS/XM ACQ.
<b>NAME OF SUBMITTER:</b>	JAREDD FLYNN
<b>SIGNATURE:</b>	/J. JAREDD FLYNN/
<b>DATE SIGNED:</b>	08/18/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	
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## ASSIGNMENT OF PATENT

**THIS AGREEMENT** is made this 10<sup>th</sup> day of August, 2015, by and between Xennovate Medical, LLC, a Delaware limited liability company (the "Assignor"), having its primary place of business at 1080 University Blvd., Richmond, Indiana 47374, and XM Acquisition, LLC, an Ohio limited liability company (the "Assignee") having its primary place of business at 9079 Tyler Boulevard, Mentor, OH 44060 (collectively the "Parties").

**WHEREAS**, Dr. David Smith and Owen L. Johns has invented "Adhesive attachment and removal device" (the "Invention"), and has been granted United States Letters Patent for said invention, Patent No. 7,309,809 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 11/343,661 (the "Patent Application"), which patent was assigned to Assignor.

**WHEREAS**, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. **Assignor's Representations and Warranties**. Assignor hereby represents and warrants:
  - (i) that it is the sole owner of the Patent, free and clear of any third party claims, liens or encumbrances,
  - (ii) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
  - (iii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
  - (iv) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement, and there is no consent of any third party required to complete the assignment of the Patent.
4. **Further Actions**. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.

6. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Ohio, without regard to conflicts of law principles.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed to the parties at the address first listed above.
10. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed the day and year first above written.

Assignee:  
XM ACQUISITION, LLC

By: [Signature]  
Name: KEITH W. MURPHY  
Title: PRESIDENT

STATE OF OHIO )  
COUNTY OF LAKE ) SS.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Keith Murphy, as an authorized officer of XM Acquisition, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company: IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of August, 2015.



ERIC RUSSELL  
Notary Public, State of Ohio  
My Commission Expires July 23, 2018  
Recorded in Lorain County

[Signature]  
Notary Public  
My Commission Expires: Jul 23, 2018

Assignor:  
KENNOVATE MEDICAL, LLC

\_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, as an authorized officer of Kennovate Medical, LLC, a Delaware limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of August, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_