

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3517197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	05/04/2015

## CONVEYING PARTY DATA

Name	Execution Date
CASCADE METRIX, INC.	08/28/2015

## RECEIVING PARTY DATA

<b>Name:</b>	FRANK P. LLOYD JR.
<b>Street Address:</b>	7 LAUNCH WAY, STE 720
<b>City:</b>	FISHERS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46038
<b>Name:</b>	KISLAYA KUNJAN
<b>Street Address:</b>	7 LAUNCH WAY, STE 720
<b>City:</b>	FISHERS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46038
<b>Name:</b>	DAVID T. GIDDINGS
<b>Street Address:</b>	7 LAUNCH WAY, STE 720
<b>City:</b>	FISHERS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46038

## PROPERTY NUMBERS Total: 2

Property Type	Number
<b>Application Number:</b>	11982565
<b>Patent Number:</b>	8348844

## CORRESPONDENCE DATA

**Fax Number:** (317)637-7561

*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:** 317-634-3456

**Email:** docketDept@uspatent.com

**Correspondent Name:** WOODARD EMHARDT MORIARTY MCNETT & HENRY

**Address Line 1:** 111 MONUMENT CIRCLE, SUITE 3700

PATENT

<b>Address Line 4:</b> INDIANAPOLIS, INDIANA 46204-5137	
<b>ATTORNEY DOCKET NUMBER:</b>	11145-1
<b>NAME OF SUBMITTER:</b>	PATRICIA E. ALLGOOD
<b>SIGNATURE:</b>	/Patricia E. Allgood/
<b>DATE SIGNED:</b>	09/09/2015
<b>Total Attachments: 8</b> source=NuncProTuncAssignment_11145-1#page1.tif source=NuncProTuncAssignment_11145-1#page2.tif source=NuncProTuncAssignment_11145-1#page3.tif source=NuncProTuncAssignment_11145-1#page4.tif source=NuncProTuncAssignment_11145-1#page5.tif source=NuncProTuncAssignment_11145-1#page6.tif source=NuncProTuncAssignment_11145-1#page7.tif source=NuncProTuncAssignment_11145-1#page8.tif	

## **Nunc Pro Tunc Patent Assignment**

This **Nunc Pro Tunc Patent Assignment** (hereinafter referred to as the "Assignment") is executed on the 28<sup>th</sup> day of August, to have an effective date of the 4<sup>th</sup> day of May, 2015, by and between the following parties:

**Cascade Metrix, Inc.**  
an Indiana Corporation  
7 Launch Way, Ste 720  
Fishers, Indiana 46038

(the "Assignor")

AND

**Frank P. Lloyd, Jr.**  
**Kislaya Kunjan**  
**David T. Giddings**  
7 Launch Way, Ste 720  
Fishers, Indiana 46038

(the "Assignees")

WHEREAS, the Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as the "Patents") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignees desire to purchase or acquire the Assignor's right, title, and interest in and to the Patents; and

WHEREAS, the Assignor and Assignees are duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

### **1. ASSIGNMENT.**

The Assignor does hereby sell, assign, transfer and set over to Assignees (collectively) 100% of its right, title, and interest in the Patents to Assignees for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignees and Assignees' successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications set forth in Exhibit A to Assignees as recipient of Assignor's right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignees in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignees lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

## **2. WARRANTY.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents, that the Patents have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

## **3. GOVERNING LAW.**

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Indiana.

## **4. ENTIRE AGREEMENT.**

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

## **5. SEVERABILITY.**

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

## **6. ADVICE OF COUNSEL.**

Each party acknowledges that, in executing this agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this agreement. This agreement will not be construed against any party by reason of the drafting or preparation hereof.

[Signature Page Follows]

## **Exhibit A**

### **List of Patents**

U.S. Patent/Application number: 8,348,844

Dated: January 08, 2013 [Issued]

Title: Automated blood sampler and analyzer

U.S. Patent/Application number: US20110009720 A1 [Appl No. 11/982,565]

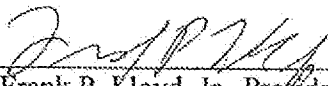
Dated: January 13, 2011 [Published]

Title: Continuous whole blood glucose monitor

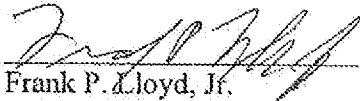
IN WITNESS whereof, the Assignor and Assignees have executed this Agreement as of the Effective Date.


Assignor:

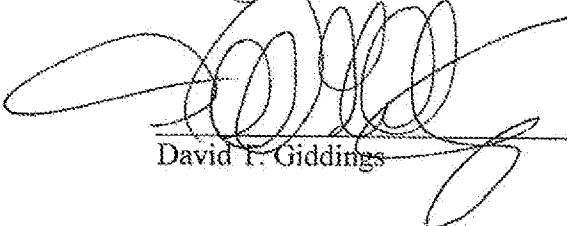
Cascade Metrix, Inc.

By:  Date: 8/28/2015  
Frank P. Lloyd, Jr., President

Assignees:

 Date: 8/28/2015  
Frank P. Lloyd, Jr.

 Date: 8/28/2015  
Kislaya Kunjan

 Date: 8/28/2015  
David F. Giddings

[Notary Acknowledgements Follow]

## Assignee Acknowledgement

State of INDIANA                     )  
County of HAMILTON                )

On August 28, 2015, before me the undersigned Notary Public, personally appeared David T. Giddings, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christy B. Field (Notary Seal)  
Notary Public

9-1-22  
My commission expires



## Assignee Acknowledgement

State of INDIANA                     )  
County of HAMILTON                )

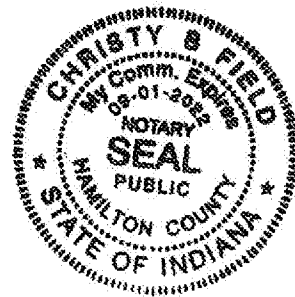
On August 28, 2015, before me the undersigned Notary Public, personally appeared Kislaya Kunjan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christy B. Field (Notary Seal)  
Notary Public

9-1-22  
My commission expires





## Assignee Acknowledgement

State of INDIANA                     )  
County of HAMILTON                )

On August 28, 2015, before me the undersigned Notary Public, personally appeared Frank P. Lloyd, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christy B. Field (Notary Seal)  
Notary Public

9-1-22  
My commission expires



## Assignor Acknowledgement

State of INDIANA                     )  
County of HAMILTON                )

On August 28, 2015, before me the undersigned Notary Public, personally appeared Frank P. Lloyd, Jr., President of ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christy B. Field (Notary Seal)  
Notary Public

9-1-22  
My commission expires

