

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3522453

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the "THE APPLICATION" TO READ "THE PATENT APPLICATIONS" THROUGHOUT THE ASSIGNMENT previously recorded on Reel 035549 Frame 0141. Assignor(s) hereby confirms the ASSIGNMENT.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN WILLIAM MACDONALD	07/24/2015
TIMOTHY JAMES LEO KRESS-SPATZ	07/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KIT CHECK, INC.
<b>Street Address:</b>	803 7TH ST NW, SUITE 350
<b>City:</b>	WASHINGTON
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20001
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14603730
Application Number:	14603828
Application Number:	14603962
Application Number:	14701958
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	949-760-0404
<b>Email:</b>	EFILING@KNOBBE.COM
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<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	KIT.001C1/C2/C3/C4
<b>NAME OF SUBMITTER:</b>	LINCOLN S. ESSIG
<b>SIGNATURE:</b>	/Lincoln. S. Essig./
<b>DATE SIGNED:</b>	09/11/2015

PATENT

**Total Attachments: 7**

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The coversheet of the assignment is displayed below:

**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1

Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>KEVIN WILLIAM MACDONALD</td><td>10/28/2014</td></tr><tr><td>TIMOTHY JAMES LEO KRESS-SPATZ</td><td>10/28/2014</td></tr></tbody></table>	Name	Execution Date	KEVIN WILLIAM MACDONALD	10/28/2014	TIMOTHY JAMES LEO KRESS-SPATZ	10/28/2014							
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<table border="1"><tr><td><b>Name:</b></td><td>KIT CHECK, INC.</td></tr><tr><td><b>Street Address:</b></td><td>803 7TH STREET, NW</td></tr><tr><td><b>Internal Address:</b></td><td>SUITE 350</td></tr><tr><td><b>City:</b></td><td>WASHINGTON</td></tr><tr><td><b>State/Country:</b></td><td>D.C.</td></tr><tr><td><b>Postal Code:</b></td><td>20001</td></tr></table>	<b>Name:</b>	KIT CHECK, INC.	<b>Street Address:</b>	803 7TH STREET, NW	<b>Internal Address:</b>	SUITE 350	<b>City:</b>	WASHINGTON	<b>State/Country:</b>	D.C.	<b>Postal Code:</b>	20001	
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**PATENT**

<b>Application Number:</b> 14701958	
<b>CORRESPONDENCE DATA</b>	
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Address Line 1: 2040 MAIN STREET	
Address Line 2: 14TH FLOOR	
Address Line 4: IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	KIT.001C1/C2/C3/C4
<b>NAME OF SUBMITTER:</b>	LINCOLN S. ESSIG
<b>Signature:</b>	/Lincoln. S. Essig./
<b>Date:</b>	05/01/2015
<b>Total Attachments: 5</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	
<b>RECEIPT INFORMATION</b>	
EPAS ID: PAT3336491	
Receipt Date: 05/01/2015	

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**PATENT**

### **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of August 2, 2011 and is by **Kevin William MacDonald**, residing in Washington, DC, and having a mailing address at 803 7th Street NW, Suite 350, Washington, DC 20001, and **Timothy James Leo Kress-Spatz**, residing in Washington, DC, and having a mailing address at 803 7th Street NW, Suite 350, Washington, DC 20001, (individual(s), collectively hereinafter "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to MANAGEMENT OF PHARMACY KITS (collectively hereinafter referred to as the "Invention"), for which one or more applications for Letters Patent has been prepared for filing and/or has been filed with the United States Patent and Trademark Office (hereinafter the "Patent Applications"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20995, to insert in Appendix A, attached hereto, the application numbers, filing date, and title of the Patent Applications when known.**

WHEREAS, ASSIGNOR previously assigned the entire right, title, and interest in and to the invention known as MANAGEMENT OF PHARMACY KITS to KitCheck, Inc., a Delaware Corporation, as evidenced by the assignment filed with the United States Patent and Trademark Office on July 20, 2012 and recorded at Reel/Frame 028599/0811.

WHEREAS, KitCheck, Inc. has changed its name to **Kit Check, Inc.**, a Delaware Corporation having offices at 803 7th Street NW, Suite 350, Washington, DC 20001 (hereinafter the "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE, desire to ensure and confirm that the entire right, title, and interest in and to the Patent Applications and the Invention has been, and is hereby, assigned to ASSIGNEE

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else.

B. The Patent Applications, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to any of the Patent Applications or the Invention; all nonprovisional and design applications relating to any of the Patent Applications or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of any of the Patent Applications (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on any of the Patent Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the US, all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results,

designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

F. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Patent Applications, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention, Patent Applications, or Related Applications, or any improvements made thereto; assist in the preparation of any other applications relating to the Invention, Patent Applications, or Related Applications, or any improvements made thereto; testify in any legal proceeding; sign or execute all documents and lawful papers; sign or execute and make all rightful oaths and declarations; and generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patent protection for the Invention, Patent Applications, or Related Applications, or any improvements made thereto, in all countries. ASSIGNOR hereby authorizes, the filing and execution of all rightful oaths and declarations, including any in connection with the Invention, Patent Applications, or Related Applications, or any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his or her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. The Patent Applications were authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE's sole discretion, any and all additional application(s) that claim priority to any of the Patent Applications, including all Related Applications.

C. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

D. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the district or federal courts of the District of Columbia, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

E. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment,

modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Legal Name of inventor: **Kevin William MacDonald**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24<sup>th</sup> day of July, 2015.

  
Kevin William MacDonald

DISTRICT OF

COLUMBIA

ss.

On July 24<sup>th</sup> 2015 before me, Nicole Wells

personally appeared **Kevin William MacDonald**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Signature

[SEAL]



District of Columbia: SS

Sworn to and subscribed before me on  
the 24<sup>th</sup> day of July, 2015

  
Notary Public's Signature  
My Commission Expires 1/31/20

Legal Name of inventor: **Timothy James Leo Kress-Spatz**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of  
JULY, 2015

Timothy James Leo Kress-Spatz  
Timothy James Leo Kress-Spatz

DISTRICT OF

COLUMBIA

ss.

On July 23rd 2015 before me, Nicole Wells

personally appeared **Timothy James Leo Kress-Spatz**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

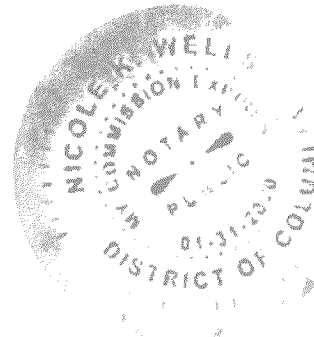
[Signature]  
Notary Signature

[SEAL]

District of Columbia: SS

Sworn to and subscribed before me on  
the 23rd day of July, 2015

[Signature]  
Notary Public's Signature  
My Commission Expires 12/31/20





**Appendix A**

Attorney Docket No.	Title	Country:	Application No./ Patent No.	Filing/371 Date:
KIT.001PR	SYSTEM FOR TRACKING PHARMACY AND MEDICAL STOCKED KITS	US	61/514231	August 2, 2011
KIT.001A	MANAGEMENT OF PHARMACY KITS	US	13/554342 8,990,099	July 20, 2012
KIT.001C1	MANAGEMENT OF PHARMACY KITS	US	14/603730 9,058,412	January 23, 2015
KIT.001C2	MANAGEMENT OF PHARMACY KITS	US	14/603828 9,058,413	January 23, 2015
KIT.001C3	MANAGEMENT OF PHARMACY KITS	US	14/603962 9,037,479	January 23, 2015
KIT.001C4	MANAGEMENT OF PHARMACY KITS	US	14/701958	May 1, 2015

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