

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3538728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES ADAM GREENBERG	04/01/2015
RONALD D. ADAMS	03/31/2015
NEERAJ KOHLI	04/24/2015
DAVID HARARI	04/04/2015
RECEIVING PARTY DATA	
Name:	EMMY MEDICAL, LLC
Street Address:	18 HILLSIDE DRIVE
City:	HOLLISTON
State/Country:	MASSACHUSETTS
Postal Code:	01746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14835382
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	EMMY.001P1C1
NAME OF SUBMITTER:	MORGAN COATES
SIGNATURE:	/Morgan Coates/
DATE SIGNED:	09/23/2015
Total Attachments: 6	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 14th day of November, 2014 and is by James Adam Greenberg, a U.S. citizen, residing in Weston, Massachusetts, and having a mailing address at 84 Byron Road, Weston, Massachusetts 02493, Ronald D. Adams, a U.S. citizen, residing in Holliston, Massachusetts, and having a mailing address at 18 Hillside Drive, Holliston, Massachusetts 01746, Neeraj Kohli, a U.S. Citizen, residing in Natick, Massachusetts, and having a mailing address at 16 Whispering Lane, Natick, Massachusetts 01760, and David Harari, a U.S. Citizen, residing in San Diego, California, and having a mailing address at 1625 Plumosa Way, San Diego, California 92103 (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, technology, inventions, developments, ideas or discoveries, (collectively referred to as the "Invention") disclosed in a patent application ("Application") filed in the United States Patent and Trademark Office on November 14, 2014, as Application Number 14/542,220, entitled 4-WAY CYSTOSCOPY CATHETER, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified ASSIGNEE.

WHEREAS, EMMY MEDICAL, LLC, a Delaware limited liability company, having offices at 18 Hillside Drive, Holliston, Massachusetts 01746 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

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 Application, 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 the Application or the Invention; all nonprovisional and design applications relating to the Application 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 the Application (including, but not limited to U.S. Provisional Patent Application No. 61/700,841, filed September 13, 2012; PCT Application No. PCT/US2013/059822, filed September 13, 2013; U.S. Provisional Patent Application No. 61/977,001, filed April 8, 2014; and U.S. Provisional Patent Application No. 62/009,848, filed June 9, 2014) (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application 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 Application, 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, Application, or Related Applications, or any improvements made thereto; assist in the preparation of any other applications relating to the Invention, Application, 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, Application, 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, Application, 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 Application was 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 the Application, 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 state of California, 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 state or federal courts of California, in the county of Orange, 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.

Application No.: 14/542,220
Filing Date: November 14, 2014

ASSIGNMENT AGREEMENT
Matter Code: EMMY.001P1
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1st day of April, 2015


James Adam Greenberg

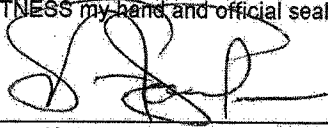
STATE OF New York }
COUNTY OF Westchester } ss.

On April 1, 2015 before me, Steven A. Schurkman
(Notary Name)

personally appeared James Adam Greenberg, 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Signature

STEVEN A. SCHURKMAN
Notary Public, State of New York
No. 02SC4745264
Qualified in New York County
Commission Expires 05/31/2015

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20____.

Ronald D. Adams

STATE OF _____ }
COUNTY OF _____ } ss.

On _____ before me, _____
(Notary Name)

personally appeared Ronald D. Adams, 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

Application No.: 14/542,220
Filing Date: November 14, 2014

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

STATE OF _____
COUNTY OF _____

SS.

James Adam Greenberg

On _____ before me, _____
(Notary Name)

personally appeared James Adam Greenberg, 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31st day of March, 2015

Ronald D. Adams
Ronald D. Adams

STATE OF Massachusetts
COUNTY OF Middlesex

SS.

On March 31 2015 before me, Dyan Fitzgerald
(Notary Name)

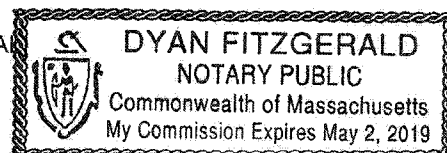
personally appeared Ronald D. Adams, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dyan Fitzgerald
Notary Signature

[SEAL]



Application No.: 14/542,220
Filing Date: November 14, 2014

ASSIGNMENT AGREEMENT
Matter Code: EMMY.001P1
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24 day of April, 2015.

Neeraj Kohli

STATE OF MA

COUNTY OF Middlesex

ss.

On 04/24/2015

before me, Tilan Perera

(Notary Name)

personally appeared Neeraj Kohli, 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20____.

David Harari

STATE OF _____

COUNTY OF _____

ss.

On _____

before me, _____

(Notary Name)

personally appeared David Harari, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

16851036

Application No.: 14/542,220
Filing Date: November 14, 2014

ASSIGNMENT AGREEMENT
Matter Code: EMMY.001P1
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Neeraj Kohli

STATE OF _____ }
COUNTY OF _____ } ss.

On _____ before me, _____
(Notary Name)

personally appeared Neeraj Kohli, 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 State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of APRIL, 2015

David Harari

STATE OF California }
COUNTY OF San Diego } ss.

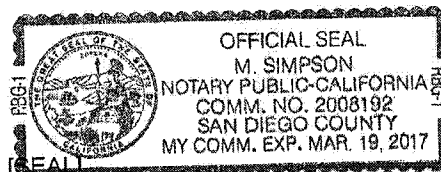
On April 4, 2015 before me, M. Simpson, Notary Public
(Notary Name)

personally appeared David Harari, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature



16851036