# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THERASYN SENSORS, INC.	02/03/2015

## **RECEIVING PARTY DATA**

Name:	THERABRAKE, INC.
Street Address:	100 CROSBY BLVD.
City:	EGGERTSVILLE
State/Country:	NEW YORK
Postal Code:	14226

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	8999721
Application Number:	14677044
Application Number:	62039017

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	379364-1
NAME OF SUBMITTER:	PAUL CARANGO
SIGNATURE:	/PC/
DATE SIGNED:	09/23/2015

**Total Attachments: 2** 

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> **PATENT** REEL: 036636 FRAME: 0398 503492495

# NUNC PRO TUNC PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, dated as of September 16, 2015 is entered into, Nunc Pro Tunc, effective February 3, 2015, by Therasyn Sensors, Inc., having a place of business at 100 Crosby Blvd., Amherst, NY 14226 ("Assignor") to Therabrake, Inc., having a place of business located at 100 Crosby Blvd., Eggertsville, NY 14226, ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the US Pat. No. 8999721, US Application No. 14/677044 and US Prov. Application No. 62/039017 (the "Patents");

WHEREAS, co-inventors Jerome J. Schentag and Scott V. Monte previously assigned the Patents to Assignor pursuant to an assignment document executed on February 3, 2105, as recorded in the US Patent and Trademark Office for US Pat. No. 8999721;

WHEREAS, Assignor had indicated its clear intent to assign any and all of its right, title and interest in and to the Patents to Assignee by virtue of an assignment executed on August 28, 2014; however, this document was executed prior to the February 3, 2015 assignment from Schentag and Monte, and Assignor now desires to transfer and assign all its right, title and interest in and to the Patents to Assignee Nunc Pro Tunc, effective February 3, 2015 (the "Effective Date"); and

WHEREAS, this Patent Assignment has been prepared to memorialize the transfer of all its right, title and interest in and to the Patents from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, does hereby sell, assign and transfer to the Assignee and its successors and assigns, its entire right, title and interest in and to the Patents, including all inventions and discoveries disclosed therein or encompassed thereby, all divisions, continuations and continuations-in-part thereof, all rights to claim priority based thereon, all rights to file foreign applications on the inventions claimed by the Patents, and all letters patents and reissues thereof, issuing for such inventions in the United States of America and in any and all foreign countries as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. The rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

It is agreed that the Assignor shall be legally bound, upon reasonable request of the Assignee, or its successors, assigns or legal representatives, to supply information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of the inventions described, disclosed and claimed in the Patents, to testify in any legal proceeding relating thereto, to execute all instruments proper to register or record the Patents in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Assigner hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Patents as of February 3, 2015.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment Agreement as of the date first above written.

ASSIGNOR:		
Therasyn Sensors, Inc.		
By:	Jan Danby	
Name:	Jerome J. Schentos	
Its:	(E)	
ASSIG	NEE: rake, Inc.	
By:	Derresmin	
Name:	Derome J. Schandry	

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Its:

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RECORDED: 09/23/2015