

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3540175

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNMENT DOCUMENT previously recorded on Reel 032776 Frame 0778. Assignor(s) hereby confirms the ASSIGNMENT OF ALL RIGHTS, TITLE, INTEREST IN THE PATENTS FROM TRIOMED INNOVATIONS CORP. TO PRESTIGE AMERITECH, LTD..	
RESUBMIT DOCUMENT ID:	503479317	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIOMED INNOVATIONS CORP.	12/13/2013
RECEIVING PARTY DATA		
Name:	PRESTIGE AMERITECH, LTD.	
Street Address:	7201 IRON HORSE BLVD.	
City:	NORTH RICHLAND HILLS	
State/Country:	TEXAS	
Postal Code:	76180	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8091551
CORRESPONDENCE DATA		
Fax Number:		
<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:	631-676-2047	
Email:	Betsy@bkdownlaw.com	
Correspondent Name:	BETSY KINGSBURY DOWD	
Address Line 1:	65A AIR PARK DRIVE	
Address Line 2:	SUITE 7	
Address Line 4:	RONKONKOMA, NEW YORK 11779	
ATTORNEY DOCKET NUMBER:	PRES-002 NP	
NAME OF SUBMITTER:	BETSY KINGSBURY DOWD	
SIGNATURE:	/betsy kingsbury dowd/	
DATE SIGNED:	09/24/2015	
Total Attachments: 20		
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2832681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRIOMED INNOVATIONS CORP.	12/13/2013

RECEIVING PARTY DATA

Name:	PRESTIGE AMERITECH, LTD.
Street Address:	7201 IRON HORSE BLVD.
City:	NORTH RICHLAND HILLS
State/Country:	TEXAS
Postal Code:	76180

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8091551

CORRESPONDENCE DATA

Fax Number: (631)482-8889
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 631-488-0840
Email: dowdb@ginsal.com
Correspondent Name: BETSY KINGSBURY DOWD
Address Line 1: 1550 DEER PARK AVENUE, SUITE 3B
Address Line 4: DEER PARK, NEW YORK 11729-6609

ATTORNEY DOCKET NUMBER:	PRES-002 NP
NAME OF SUBMITTER:	BETSY KINGSBURY DOWD
SIGNATURE:	/betsy kingsbury dowd/
DATE SIGNED:	04/28/2014

Total Attachments: 18

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ASSET PURCHASE AGREEMENT AND BILL OF SALE

This Asset Purchase Agreement and Bill of Sale (this "Agreement") is made as of December 13, 2013, between TRIOMED INNOVATIONS CORP., a Delaware corporation with offices at 40 Allen Road, South Burlington, VT 05403-7801 ("Seller") and PRESTIGE AMERITECH, LTD., a Texas limited partnership with offices at 7201 Iron Horse Blvd., North Richland Hills, TX 76180 ("Buyer").

PREAMBLE

Seller owns certain Assets (as hereinafter defined). Seller desires to sell the Assets to Buyer, and Buyer desires to purchase the Assets from Seller, all upon the terms and subject to the conditions set forth herein. Therefore, the parties agree as follows, with the intent to be legally bound.

AGREEMENT

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.01. Purchase and Sale of Assets. On the Closing Date (as hereinafter defined) Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's rights, title and interest in and to the following assets of Seller:

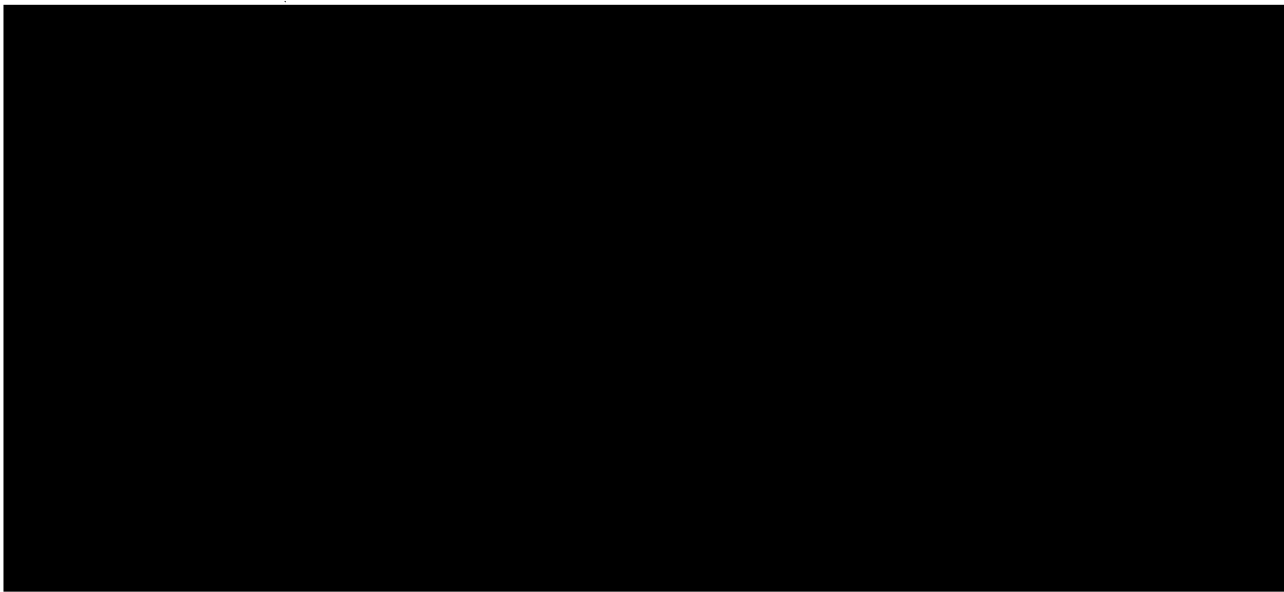
(c) all patents, registered and unregistered trademarks, service marks, logos, registered and common law copyrights, and all applications therefor, and all inventions, discoveries, techniques, processes, methods, formulae, designs, computer software, object code, source code, trade secrets, confidential information, know-how and ideas, in each case used or useful in connection solely with the production of the N95 mask and as set forth more specifically on Schedule 1.01(c) attached hereto and incorporated herein by reference (the "Intellectual Property", and collectively with the Inventory and Equipment and the Assumed Authorizations, the "Assets").

1.02. Excluded Assets. Notwithstanding anything herein to the contrary, the term "Assets" as used herein specifically excludes any assets of Seller that are not used or useful solely in connection with the production and shipping of the N95 mask or that the parties have otherwise agreed are not Assets being purchased and sold hereunder, including without limitation those assets identified by the parties and set forth on Schedule 1.02 attached hereto and incorporated herein by reference. Buyer acknowledges that Seller shall retain all right, title and interest in and to such excluded assets.

1.03. Closing. The consummation of the purchase of the Assets (the "Closing") shall occur on December 19, 2013 (the "Closing Date"), or on such other date prior to the Termination Date (as hereinafter defined) as the parties may agree, and at the place and time agreed upon by Seller and Buyer. On the Closing Date, Seller will transfer to Buyer title to the Assets free and clear of all liens and encumbrances.

1.04. Purchase Price. The purchase price for the Assets (the "Purchase Price") is [REDACTED]. The parties acknowledge and agree that Buyer has already deposited [REDACTED] (the "Deposit") with Seller as a good faith deposit and the Deposit shall be credited against the Purchase Price such that Buyer shall pay to Seller at the Closing [REDACTED] in immediately available funds (being the balance of the Purchase Price). Such payment shall be made by wire transfer, certified check or such other method as the parties shall mutually agree upon.

1.05. Transfer Logistics, Costs and Taxes. The parties acknowledge that the Seller has previously transferred or caused to be transferred all of the Assets to such destination or destinations as Buyer has elected. All moving, shipping, insurance and other costs and expenses related to transferring the Assets to Buyer shall be paid solely by Buyer. All sales and value added taxes and all registration charges and other transfer fees or taxes properly payable upon and in connection with the sale and transfer of the Assets shall be paid solely by Buyer. None of the costs, expenses, taxes or other charges described in this Section shall be subject to offset against any other sums due to Seller hereunder, including without limitation the Purchase Price.



ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.01. Representations and Warranties. Each of Seller and Buyer hereby represents and warrants to the other as follows:

(a) Organization; Power. Such party is duly organized and validly existing under the laws of its state of formation. Such party has all necessary power and authority to execute, deliver and perform this Agreement and the transactions contemplated herein.

(b) Authority; Binding Effect. Such party's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby have all been duly and validly authorized by all necessary organizational action on the part of such party. This Agreement has been duly and validly executed and delivered and constitutes the legal, valid and binding obligations of such party enforceable against such party in accordance with its terms, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

ARTICLE III
GENERAL PROVISIONS

3.01. Expenses. In addition to the Purchase Price and any other costs or expenses to be paid over by Buyer to Seller hereunder, Buyer agrees to pay at Closing all reasonable attorneys' fees and costs incurred by the parties in connection with the negotiation, preparation, execution, delivery, authorization and performance of this Agreement and the consummation of the transactions contemplated hereunder, including without limitation those reasonable attorneys' fees and costs incurred by Seller in connection with the preparation and negotiation of this Agreement and delivering the Assets to the Buyer as required hereunder.

3.02. Further Assurances. The parties shall from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required by applicable governmental rules or reasonably requested by any party to establish, maintain or protect their rights and remedies or to effect the intents and purposes of this Agreement.

3.03. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party, which consent may be withheld for any or no reason; (c) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware; and (f) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Nothing in this Agreement, express or implied, is intended or shall confer upon any person or entity other than the parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[Signature page follows]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT AND BILL OF SALE

Seller:

TRIOMED INNOVATIONS CORP.

By: 

Name: *Stephen Mackeney*

Title: *Executive Chairman*

Buyer:

PRESTIGE AMERITECH, LTD.
FOR ACCEPTANCE OF THIS ASSIGNMENT

By: 

Name: *George Reese*

Title: *President/CEO Prestige Ameritech, LTD
And General Partner,
Digital Interstate Management Inc*

Schedule 1.01(a)

Inventory and Equipment

See attached.

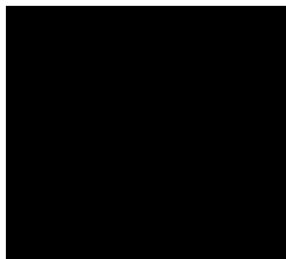
ADDITIONAL VIEWS

FIG. 1 is a perspective view of the apparatus in accordance with the invention.

Tricked Asset Purchase Agreement and Bill of Sale (Excluded Version)

Schedule 1.01(b)

Assumed Authorizations



Schedule 1.01(c)

Intellectual Property

See attached.

Respirator Face Seal Design Patents

Country	Patent No.	Issue Date	Expiration Date
Canada	135693	31-May-2011	31-May-2020
United States	D642,258	26-Jul-2011	26-Jul-2025
	D642,259	26-Jul-2011	26-Jul-2025
Austria	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Belgium	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Bulgaria	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Cyprus	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		

Country	Patent No	Issue Date	Expiration Date
Czech Republic	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
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	001217145-0004		
Denmark	001217145-0001	31-May-2010	31-May-2035
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	001217145-0004		
Estonia	001217145-0001	31-May-2010	31-May-2035
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	001217145-0004		
Finland	001217145-0001	31-May-2010	31-May-2035
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France	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Germany	001217145-0001	31-May-2010	31-May-2035
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	001217145-0003		
	001217145-0004		

Country	Patent No.	Issue Date	Expiration Date
Greece	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Hungary	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Ireland	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Italy	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Latvia	001217145-0001	31-May-2010	31-May-2035
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	001217145-0003		
	001217145-0004		
Lithuania	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		

Country	Patent No.	Issue Date	Expiration Date
Luxembourg	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Malta	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
Netherlands	001217145-0001	31-May-2010	31-May-2035
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Poland	001217145-0001	31-May-2010	31-May-2035
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Portugal	001217145-0001	31-May-2010	31-May-2035
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Romania	001217145-0001	31-May-2010	31-May-2035
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	001217145-0003		
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Country	Patent No.	Issue Date	Expiration Date
Slovakia	001217145-0001	31-May-2010	31-May-2035
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	001217145-0003		
	001217145-0004		
Slovenia	001217145-0001	31-May-2010	31-May-2035
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	001217145-0003		
	001217145-0004		
Spain	001217145-0001	31-May-2010	31-May-2035
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Sweden	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		
United Kingdom	001217145-0001	31-May-2010	31-May-2035
	001217145-0002		
	001217145-0003		
	001217145-0004		

Facemask Filtering Closure -- Utility Patents

Country	Patent No.	Issue Date	Expiration Date
Canada	2,690,118	28-Feb-2012	8-Sep-2023
China	ZL200810008632.7	17-Aug-2011	8-Sep-2023
Hong Kong	HK1118753	29-Jun-2012	8-Sep-2023
Germany	2223726	4-Jul-2012	8-Sep-2023
France	2223726	4-Jul-2012	8-Sep-2023
Great Britain	2223726	4-Jul-2012	8-Sep-2023
Netherlands	2223726	4-Jul-2012	8-Sep-2023
South Korea	1160747	21-Jun-2012	8-Sep-2023
United States	8,091,551	10-Jan-2012	28-Jul-2025

Facemask Filtering Closure ... Utility Patent Pending Applications

Country	Patent Application No.	Filing Date
India	00731/DELNP	08-Sep-2003
Israel	203172	08-Sep-2003
Japan	2011-049127	08-Sep-2003

Schedule 1.02

Nonexclusive List of Specific Excluded Assets

