

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3592274

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WILLIAM C. GRAHAM	10/28/2015
	FREDERICK D. SWAIN	10/28/2015
	ANTHONY WILLIAMS	10/28/2015
	BRYAN E. LYNCH	10/28/2015
	RODGER G. FORD	10/28/2015
	SAILESH SAXENA	10/28/2015
RECEIVING PARTY DATA		
Name:	RELIANTHEART INC.	
Street Address:	8965 INTERCHANGE DRIVE	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77054	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	62075858
	Application Number:	14926403
CORRESPONDENCE DATA		
Fax Number:	(713)800-5699	
<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:	7138005700	
Email:	SMDdocket@smd-iplaw.com	
Correspondent Name:	SUTTON MCAUGHAN DEAYER PLLC	
Address Line 1:	THREE RIVERWAY, SUITE 900	
Address Line 4:	HOUSTON, TEXAS 77056	
ATTORNEY DOCKET NUMBER:	1069.00050.US00	
NAME OF SUBMITTER:	DANNY VARA	
SIGNATURE:	/Danny Vara/	
DATE SIGNED:	10/29/2015	

Total Attachments: 6

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**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, I/We, the undersigned, hereafter individually and collectively, "**Assignor**," has/have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent attached hereto and/or identified below, including each provisional application to which an identified application claims benefit or priority (hereafter, collectively, "**Application**").

Country	Title	Inventor	Serial No.	Filing Date
U.S.	IMPLANTABLE BLOOD PUMP	William C. Graham Frederick D. Swain Anthony Williams Bryan E. Lynch Rodger G. Ford Sailesh Saxena	62/075,858	11/5/2014
U.S.	IMPLANTABLE BLOOD PUMP	William C. Graham Frederick D. Swain Anthony Williams Bryan E. Lynch Rodger G. Ford Sailesh Saxena	Non-Provisional To Be Determined	To Be Determined

WHEREAS, RELIANTHEART INC., is a corporation organized and existing under the laws of the state of Delaware, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his/her/their prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in

whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or

extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Assignee as Attorney-in-fact.** To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of **Assignee**, and specifically appoints **Assignee's** general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

7. **No Challenge.** **Assignor** hereby covenants and agrees that **Assignor** will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

8. **Choice of Law.** **Assignor** hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

9. **Severability.** **Assignor** and **Assignee** hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. **Assignor** and **Assignee** hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

10. **Legal Counsel** **Assignor** UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR **Assignee** NOR OUTSIDE LEGAL COUNSEL REPRESENTING **Assignee** CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF **Assignor**, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT. **Assignor** FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT **Assignor** VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, **Assignor** has hereunto set his/her/its hand and seal.

ASSIGNOR

William C. Graham
Signature

William C. Graham
Name

1901 S. Voss Rd. # 1
Address

Houston, TX 77057

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned
authority, on this day personally appeared
WILLIAM C. GRAHAM, known to me to be the
person whose name is subscribed to the
foregoing instrument, and acknowledged to me
that he executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND and seal of
office this ____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR

Frederick D. Swain
Signature

Frederick D. Swain
Name

13726 PEAR WOODS CT
Address

HOUSTON, TEXAS 77059

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

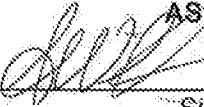
STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned
authority, on this day personally appeared
FREDERICK D. SWAIN, known to me to be the
person whose name is subscribed to the
foregoing instrument, and acknowledged to me
that he executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND and seal of
office this ____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR


Signature

Anthony Williams
Name

2609.5 Mission Cir
Address

Houston Tx 77546

Date of Execution


*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **ANTHONY WILLIAMS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR


Signature

Bryan E. Lynch
Name

201 Vanderpool #133
Address

Houston, TX 77024

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **BRYAN E. LYNCH**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR
[Signature]
Signature
Rodger G. Ford
Name

1650 Wilkows# 132
Address

TUCSON, AZ 85710

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **RODGER G. FORD**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR
[Signature]
Signature
Sailesh Saxena
Name

103 FERNDAL ST.
Address

BELLAIRE, TX 77401

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **SAILESH SAXENA**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015.

[NOTARY STAMP]