

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHAWN P. FOJTIK	12/07/2015
RECEIVING PARTY DATA	
Name:	MANUAL SURGICAL SCIENCES L.L.C.
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City:	EDINA
State/Country:	MINNESOTA
Postal Code:	55424
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29547450
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DATE SIGNED:	12/10/2015
Total Attachments: 2	
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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Manual Surgical Sciences L.L.C, a Minnesota limited liability company having a place of business at 5200 Willson Road, Suite 150, Edina, MN 55424, United States of America (“ASSIGNEE”), the ASSIGNOR’s entire rights, titles and interests for the United States and all other jurisdictions in and to (i) U.S. Design Patent Application No. 29/547,450, filed on December 3rd, 2015, and titled ESOPHAGEAL BALLOON (“the ’450 Application”); (ii) any and all designs and improvements disclosed in the ’450 Application (“the Improvements”); (iii) all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all other jurisdictions relating to any of the Improvements (“the Related Applications”); (iv) all original, reissued, reexamined and reviewed patents or their legal equivalents which have been or shall be issued in the United States and all other jurisdictions on the Improvements; and specifically including (v) the right to file the Related Applications for patents or their legal equivalents under the provisions of any statute, convention or treaty and claim priority based on such applications (all of the foregoing, collectively the “Intellectual Property Rights”);

AUTHORIZE the ASSIGNEE to apply for and receive, in its own name, any and all patents or their legal equivalents in any jurisdiction relating to the Improvements;

AUTHORIZE AND REQUEST the issuing authority to issue any and all patents or their legal equivalents granted in any jurisdiction relating to any of the Improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, security interest, license or other agreement or encumbrance affecting the Intellectual Property Rights, or ASSIGNEE’s rights to the Intellectual Property Rights has been or will be made or entered into by the ASSIGNOR, and that ASSIGNOR possesses the full right to convey the same as herein expressed and to provide ASSIGNEE with all rights, titles and interests in and to the Intellectual Property Rights;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other applications for patents or their legal equivalents relating to any and all of the Improvements; to execute all rightful oaths, declarations, powers of attorney, assignments and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the ASSIGNOR relating to the Intellectual Property Rights, including, but not limited to, the Improvements, the ’450 Application, the Related Applications and the histories thereof, and to testify as to the same in any interference, derivation or review proceeding, litigation or other proceeding relating

to the any of the Intellectual Property Rights, including, but not limited to, any of the Improvements, the '450 Application, any Related Application and/or the history of any of the foregoing, and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to all of the Intellectual Property Rights in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for the Improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of the Intellectual Property Rights, as set forth herein, is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of the ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:



Name Shawn H. Fotjlk
Residing at: 5010 Heuga Court
Park City, UT 84098

Dated December 7, 2015