# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JASON G. BEITH	01/28/2015

### **RECEIVING PARTY DATA**

Name:	FOLDAX, INC.
Street Address:	2255 EAST SUNNYSIDE AVENUE
Internal Address:	UNIT 58554
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84158

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	61991354
Application Number:	14611071
PCT Number:	US1513980

### **CORRESPONDENCE DATA**

Fax Number:

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.

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Correspondent Name: MARK STIRRAT

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ATTORNEY DOCKET NUMBER:	FOLDX.0002	
NAME OF SUBMITTER:	MARK STIRRAT, REG. NO. 50,756	
SIGNATURE:	/MARK STIRRAT/	
DATE SIGNED:	02/05/2016	

**Total Attachments: 4** 

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PATENT REEL: 037673 FRAME: 0491

Patent

Docket No.: FOLDX.0002

# ASSIGNMENT

WHEREAS, **JASON G. BEITH**, a resident of California (referred to herein as an "ASSIGNORS" in this document) are named inventors of the invention entitled **REPLACEMENT HEART VALVES AND THEIR METHODS OF USE AND MANUFACTURE** (the "INVENTION"), for which a patent application was filed on January 30, 2015, and assigned U.S. Patent Application Serial No. 14/611,071, an International Patent Application was filed on January 30, 2015, and assigned PCT Patent Application Serial No. PCT/US15/13980, and which claims the benefit of U.S. Provisional Application Serial No. 61/991,354, filed May 9, 2014 (collectively the "APPLICATIONS");

WHEREAS, ASSIGNORS have received or assigned certain rights in the above-identified INVENTION and APPLICATION;

WHEREAS, **FOLDAX**, **INC.**, a corporation, having a registered office at 2255 East Sunnyside Avenue, Unit 58554, Salt Lake City, UT 84158 ("ASSIGNEE") is desirous of obtaining above-referenced ASSIGNORS' entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to ASSIGNORS, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the INVENTION and APPLICATIONS, including, without limitation: all right, title and interest in, to, and under any United States provisional or nonprovisional application claiming or embodying the INVENTION or any other United States application claiming priority under 35 U.S.C. § 119(e) to a provisional application claiming or embodying the INVENTION, or converted therefrom, or to any application claiming the benefit under 35 U.S.C. § 120 of a non-provisional application claiming or embodying the INVENTION, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; all right, title and interest in, to, and under any application for industrial property protection, including all applications for patents, utility models, and designs, which may have been previously filed or may hereafter be filed for the INVENTION in any country or international organization, together with the right to file such applications and the right to claim for the same the priority rights derived from any prior application for the INVENTION under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, Paris Treaty, Patent Cooperation Treaty, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; all right, title and interest in, to, and under any form of industrial property protection, including patents, utility models, inventors' certificates and designs, which may be granted for the invention in any country or international organization and all extensions, renewals and reissues thereof; and all causes of action and enforcement rights of any kind under, or on account of, the APPLICATIONS or of any future patents that are subject to the assignment, including all

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rights to seek and obtain remedies of any kind for any past, current and future infringement, including any damages that have accrued to ASSIGNOR in the past or that may accrue in the future and any injunctive relief, all of the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And ASSIGNOR hereby covenants and agrees that, upon ASSIGNEE's request, he or she shall execute all documents and instruments prepared by ASSIGNEE, and shall do all lawful acts, in each case as may be reasonably necessary to perfect ASSIGNEE's right, title, and interest in and to the INVENTION and APPLICATIONS and recordation thereof;

And ASSIGNOR hereby authorizes and requests the United States Patent and Trademark Office, and any office and official of any country or international organization, whose duty it is to issue patents or other evidence or forms of intellectual or industrial property protection, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and/or attorney docket number.

In witness whereof, each inventor has affixed his or her signature:

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WILLIAM IIIV Band at Said Said Said Said Said Said Said Said	WITNESS my hand at	Salt Lake City	, Utah, this <u>28</u>	day of January, 2015.
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ASON G. BEITH

STATE OF UTAH

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COUNTY OF SALT LAKE

On Jaw 16, 1015 before me, ANNO HATON, a notary public, personally appeared JASON G. BEITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing is true and correct. Witness my hand and official seal.

WITNESS my hand and official seal

NOTARY PUBLIC
ADRIANA HEFFERNON
842615
COMMISSION EXPIRES
FEBRUARY 5, 2017
STATE OF UTAH

(Seal)

Signature

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WITNESS my hand at Salt Lake City	_, Utah, this <u>28</u>	day of January, 2015.
Francis Maguire President & CEO, Foldax, Inc. ON BEHALF OF ASSIGNEE	Date	8/15
STATE OF UTAH  COUNTY OF Sattle   On 1/28/15 before me, Adv  FRANCIS MAGUIRE, who proved to whose name is subscribed to the within same in his authorized capacity, and that upon behalf of which the person acted PERJURY under the laws of the State	iana Heffernor  o me on the basis of  instrument and ack t by his signature on , executed the instru	satisfactory evidence to be the person nowledged to me that he executed the the instrument the person, or the entity ment. I certify under PENALTY OF
hand and official seal.	(V Omn one one	
WITNESS my hand and official seal  NOTARY PUBLIC ADRIANA HEFFERNON 662815 COMMISSION EXPIRES FEBRUARY 5, 2017 STATE OF UTAH	Signature	\$ Red A-

(Seal)