

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3748792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RYAN DOUGLAS	02/18/2016
CASEY CARLSON	02/21/2016
DENNIS BERKE	02/19/2016
RECEIVING PARTY DATA	
Name:	NEXTERN INC.
Street Address:	1259 WILLOW LAKE BOULEVARD
City:	SAINT PAUL
State/Country:	MINNESOTA
Postal Code:	55110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14796833
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:	763-557-4909
Email:	patents@thompsonpatentlaw.com
Correspondent Name:	THOMPSON PATENT LAW OFFICE PC
Address Line 1:	201 S. LAKELINE BLVD., SUITE 704
Address Line 4:	CEDAR PARK, TEXAS 78613
ATTORNEY DOCKET NUMBER:	114-02-1
NAME OF SUBMITTER:	CRAIGE THOMPSON
SIGNATURE:	/Craig Thompson/
DATE SIGNED:	02/22/2016
Total Attachments: 3	
source=114-02-1_Signed_Assignment#page1.tif	
source=114-02-1_Signed_Assignment#page2.tif	
source=114-02-1_Signed_Assignment#page3.tif	

ASSIGNMENT

TPL Docket No. 114-02-1

For valuable consideration, the receipt of which is hereby acknowledged, each of the following Assignors:

	<u>Assignor Name</u>	<u>Assignor Address</u>
1	Ryan Douglas	516 2 nd Street North Stillwater, MN 55082
2	Casey Carlson	5374 Moline Rd Independence, MN 55359
3	Dennis Berke	246 Carlson Lane River Falls, WI 64022

(referred to hereinafter collectively as "ASSIGNOR") hereby assign to the following:

	<u>Assignee Name</u>	<u>Assignee Address</u>
1	Nextern Inc.	1259 Willow Lake Boulevard Saint Paul, MN 55110

(referred to hereinafter collectively as "ASSIGNEE") and its successors and assigns, the Assignor's entire right, title and interest throughout the world in the inventions and improvements which are the subject of the following one or more applications for patent in the United States:

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
1	14/796,833	2015-07-10	Durable Canted Off-Axis Driver for Quiet Pneumatic Pumping

WHEREAS, the "Assigned Property" shall mean (i) the above-identified United States application for patent (the "Application"), (ii) all inventions disclosed in the Application, (iii) any and all applications for patent throughout the world directed to the subject matter of the Application, (iv) the right of priority arising from the Application or from such other applications, under the Paris Convention for the Protection of Industrial Property or under relevant laws, treaties, conventions or bilateral and multilateral agreements, in any jurisdiction, (v) any and all patents throughout the world resulting from the Application or such other application(s) for patents, and (vi) any and all claims against third parties in connection with any of the rights assigned by this Agreement;

AND WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR's entire right, title, and interest in and to and resulting from said Assigned Property and in general all property rights included therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby irrevocably and unconditionally assign and transfer unto ASSIGNEE ASSIGNOR's entire right, title and interest in and to and resulting from the Assigned Property, and hereby authorizes and requests the Commissioner of Patents to issue said patent to ASSIGNEE for the sole use and benefit of ASSIGNEE.

AND ASSIGNOR FURTHERMORE authorizes ASSIGNEE, or anyone it may properly designate, to insert on each page of this instrument (where indicated) the filing date and application number of said Application when known;

AND ASSIGNOR AGREES, FURTHERMORE, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR'S heirs, executors, or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the Assigned Property, including executing

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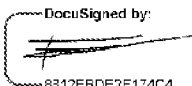
any and all papers desired by ASSIGNEE for the filing and granting of patent rights in the Assigned Property, the perfecting of title in ASSIGNEE, and in enforcing any rights in the Assigned Property.

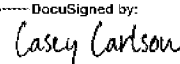
This instrument is executed by, and shall be binding upon ASSIGNOR, and ASSIGNOR's heirs, executors and administrators, for the uses and purposes above set forth and referred to and shall inure to the benefit of ASSIGNEE or anyone it may properly designate.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect. By execution of this Assignment, each signing ASSIGNOR agrees that his or her transfer of rights to the ASSIGNEE shall not depend on the manner or effective execution of this Assignment by any other Assignor.

This assignment shall be construed, governed, interpreted and applied in accordance with the laws of the State of Minnesota, United States of America.

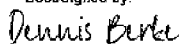
EXECUTED as of the date(s) set forth below on behalf of the ASSIGNOR:

Assignor 1	<u>Assignor</u>
Name	Ryan Douglas
Signature	 8812E6DE2E174C4...
Date Signed	2/18/2016

Assignor 2	<u>Assignor</u>
Name	Casey Carlson
Signature	 1E2A31E3C4354A2...
Date Signed	2/21/2016

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Assignor 3	<u>Assignor</u>
Name	Dennis Berke
Signature	<div>DocuSigned by:  A925CA96AA084C5...</div>
Date Signed	2/19/2016