503774230 04/07/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3820875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NATHAN T. BALTZ	01/26/2016
STEVEN COLLIN SEWELL	01/27/2016

RECEIVING PARTY DATA

Name:	IN-SITU, INC.
Street Address:	221 EAST LINCOLN AVENUE
City:	FORT COLLINS
State/Country:	COLORADO
Postal Code:	80524

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14937240
PCT Number:	US1559925

CORRESPONDENCE DATA

Fax Number: (720)931-3001

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.

Phone: 7209313000

Email: patent@lathropgage.com, jprice@lathropgage.com

Correspondent Name: LATHROP & GAGE LLP Address Line 1: 4845 PEARL EAST CIRCLE

Address Line 2: SUITE 201

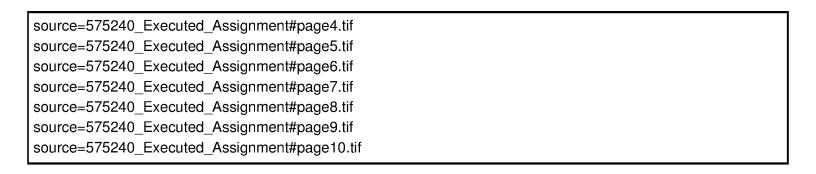
Address Line 4: **BOULDER, COLORADO 80301**

ATTORNEY DOCKET NUMBER:	575240 575239
NAME OF SUBMITTER:	GARY B. CHAPMAN
SIGNATURE:	/gbchapmanRegNo51279/
DATE SIGNED:	04/07/2016

Total Attachments: 10

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> **PATENT** REEL: 038222 FRAME: 0774 503774230



PATENT REEL: 038222 FRAME: 0775

ASSIGNMENT

WHEREAS, I/WE:

- 1. **Nathan T. BALTZ**, residing at 8130 Meadowdale Ct., Boulder, Colorado, 80503, United States of America
- 2. **Steven Collin SEWELL**, residing at 1813 Belmar Dr., Apt. B2, Fort Collins, Colorado, 80526, United States of America;

herein called individually an "ASSIGNOR" and collectively "ASSIGNORS," in connection with the invention entitled:

COMPACT SENSOR FOR MEASURING TURBIDITY OR FLUORESCENCE IN A FLUID SAMPLE

for which the following patent application(s):

Item	Country Code	Application Serial No.	Filing Date
1	US	14/937,240	November 10, 2015
2	WO	PCT/US15/59925	November 10, 2015

was/were submitted or filed (collectively, the "LISTED APPLICATION(S)");

AND WHEREAS, **IN-SITU**, **INC.** (herein called "ASSIGNEE"), an entity organized and existing under the laws of Colorado, having a principal place of business at:

221 East Lincoln Avenue Fort Collins, CO 80524 United States of America

is desirous of obtaining my/our entire right, title and interest in, to and under the said invention and the said LISTED APPLICATION(S);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the invention(s) and discoveries disclosed in the LISTED APPLICATION(S), and the LISTED APPLICATION(S) and all divisions, renewals, continuations and subsequent applications thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof;

and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention(s) and discoveries in any country or countries foreign to the United States; together with the right to file such applications and the right to claim for the same the benefit of priority of said inventions, discoveries, and patent applications listed herein, including the LISTED APPLICATION(S) and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application and applications thereof and therefrom is/are filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention(s) and discoveries, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention(s) and discoveries in any and all countries;

AND I HEREBY further agree that this Assignment does not create any agency, employment, or partnership relationship between the parties;

AND I HEREBY further agree that should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

[THIS SPACE LEFT BLANK]

Assignor 1	VII+Q/
26 Jan 2016 Date	NATHAN T. BALTZ
STATE OF Colorado) COUNTY OF Boulder)	JACQUELINE FREY NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20154004827 MY COMMISSION EXPIRES FEBRUARY 4, 2019
BEFORE ME, the undersigned author 2016, personally appeared whose name is subscribed to this instruction and the executed the same of his/her own free expressed.	the above person, known to me to be the person rument and who acknowledged to me that he/she will for the purposes and consideration herein
Date: 1/26/16	Notary Public
My Commission expires: 2/4/ Assignor 2 Date	STEVEN COLLIN SEWELL
Daic	STEVEN COLDINGEWIND
STATE OF)) ss.
COUNTY OF)	
whose name is subscribed to this inst	the above person, known to me to be the person rument and who acknowledged to me that he/she e will for the purposes and consideration herein
Date:	
	Notary Public
My Commission expires:	
Additional Assignor	s on additional sheets: Yes No X

Page 4 of 5

	Sign
	Print Full Name
	Title
)	Vaa
)) ss.
ally appeare ed to this ir	thority, on this day of, ed the above person, known to me to be the person enstrument and who acknowledged to me that he/she free will for the purposes and consideration herein
	Notary Public
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WHEREAS, I/WE:

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for which the following patent application(s):

Item Country Code	Application Serial No. Filing Date	
1 US	1	
2 WO	PCT/US15/59925 November 10, 2015	

was/were submitted or filed (collectively, the "LISTED APPLICATION(S)");

AND WHEREAS, IN-SITU, INC. (herein called "ASSIGNEE"), an entity organized and existing under the laws of Colorado, having a principal place of business at:

221 East Lincoln Avenue Fort Collins, CO 80524 United States of America

is desirous of obtaining my/our entire right, title and interest in, to and under the said invention and the said LISTED APPLICATION(S);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the invention(s) and discoveries disclosed in the LISTED APPLICATION(S), and the LISTED APPLICATION(S) and all divisions, renewals, continuations and subsequent applications thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof;

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and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention(s) and discoveries in any country or countries foreign to the United States; together with the right to file such applications and the right to claim for the same the benefit of priority of said inventions, discoveries, and patent applications listed herein, including the LISTED APPLICATION(S) and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application and applications thereof and therefrom is/are filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief;

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AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention(s) and discoveries, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention(s) and discoveries in any and all countries;

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AND I HEREBY further agree that should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

IN TESTIMONY WHEREOF, I bereunto set my hand and seal (if applicable) the day and year set opposite my signature.

[THIS SPACE LEFT BLANK]

Assignor 1

Date	NATHAN T. BALTZ
STATE OF)	
COUNTY OF)) ss.
, personally appearance whose name is subscribed to this	authority, on this day of, ared the above person, known to me to be the person s instrument and who acknowledged to me that he/she n free will for the purposes and consideration herein
Date:	
	Notary Public
My Commission expires:	·
<u>Assignor 2</u> (-27-\6 Date	STEVEN COLLIN SEWELL
STATE OF Colorado)) ss.
whose name is subscribed to this	authority, on this 24 day of Tenory, ared the above person, known to me to be the person instrument and who acknowledged to me that he/she in free will for the purposes and consideration herein
Date: 01/27/2016	EIDM.CK
My Commission expires: <u>Sept</u> .	NOTARY ID 20134059120
Additional Assig	gnors on additional sheets: Yes WKGOWNISSION EXPIRES SEPTEMBER 23, 2017

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BEFORE ME, the undersigned authorit, personally appeared the			7 6			 La H		, .a.a.,
whose name is subscribed to this instrurexecuted the same of his/her own free w	ment and	who ac	know	vledg	ed to	me t	hat he	:/she
expressed. Date:								
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