

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3839161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEE L. CONGER	01/30/2007
THOMAS M. PERAZZO	01/30/2007
MATTHEW D. D'ARTENAY	01/30/2007
FRANCESCA MCGUFFIE	01/30/2007
RECEIVING PARTY DATA	
Name:	INNOVIVE, INC.
Street Address:	10019 WAPLES CT.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15004236
CORRESPONDENCE DATA	
Fax Number:	(858)623-3224
<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:	8586233240
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Correspondent Name:	ALEXANDRA WILLIAMSON
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Address Line 4:	CARLSBAD, CALIFORNIA 92010
ATTORNEY DOCKET NUMBER:	INO-1001-CT7
NAME OF SUBMITTER:	GARY H. SILVERSTEIN
SIGNATURE:	/Gary Silverstein/
DATE SIGNED:	04/20/2016
Total Attachments: 11	
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ASSIGNMENT AND AGREEMENT

WHEREAS, **Dee L. Conger** of 7315 Olivertas Avenue, La Jolla, California 92037 USA; **Thomas M. Perazzo** of 14646 Rio Rancho, San Diego, California 92127 USA; **Matthew D. d'Artenay** of 13544 Grain Lane, San Diego, California 92129; **Francesca McGuffie** of 8685 Rio San Diego Drive #4219, San Diego, California 92108 USA; and **Asa Cannell** of 1654 Knob Hill Rd., San Marcos, California 92069 (hereinafter referred to singly and collectively as "ASSIGNOR") have contributed to certain inventions entitled:

ANIMAL CONTAINMENT SYSTEMS AND COMPONENTS for which a provisional patent application was filed on December 13, 2004 as Application No. 60/635,756; and

ANIMAL CONTAINMENT SYSTEMS AND COMPONENTS for which a provisional patent application was filed on June 14, 2005 as Application No. 60/690,811; and

ANIMAL CONTAINMENT SYSTEMS AND COMPONENTS for which a provisional patent application was filed on September 15, 2005 as Application No. 60/717,826; and

CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which a provisional patent application was filed on November 7, 2005 as Application No. 60/734,229; and

CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which a provisional patent application was filed on November 7, 2005 as Application No. 60/734,189; and

CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which a provisional patent application was filed on June 12, 2006 as Application No. 60/804,554; and

CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which a provisional patent application was filed on August 17, 2006 as Application No. 60/822,755; and

CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which a provisional patent application was filed on August 18, 2006 as Application No. 60/822,914; and

WHEREAS, INNOVIVE, INC., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 8262 Clairemont Mesa Blvd #202, San Diego, CA 92111; (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified patent applications and all other patent applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said patent applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said patent applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made. ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights and remedies arising under any such patent applications and patents prior to or after the effective date of this Agreement.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including

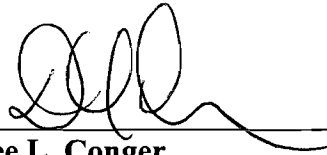
evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BioTechnology Law Group** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BioTechnology Law Group** do not personally represent ASSIGNOR or ASSIGNOR'S legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 30 day of JAN, 2007.



Dee L. Conger

ACKNOWLEDGEMENT

State of California
County of San Diego

On January 30, 2007 before me, Helena Weeks, Notary Public
(here insert name and title of officer)

personally appeared **Dee L. Conger**, ~~personally known to me~~ (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(Seal)

Executed this 30 day of Jan, 2007.


Thomas M. Perazzo

ACKNOWLEDGEMENT


State of California

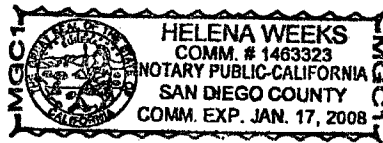
County of San Diego

On January 30, 2007 before me, Helena Weeks, Notary Public
(here insert name and title of officer)

personally appeared **Thomas M. Perazzo**, ~~personally known to me~~ (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(Seal)

Executed this 30 day of January, 2007.



Matthew D. d'Artenay

ACKNOWLEDGEMENT

State of California

County of San Diego

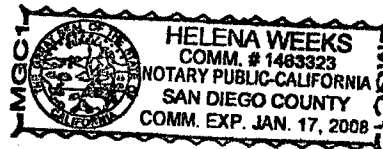
On January 30, 2007 before me, Helena Weeks, Notary Public
(here insert name and title of officer)

personally appeared **Matthew D. d'Artenay**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

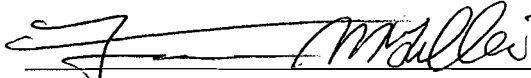
Signature





(Seal)

Executed this 30 day of Jan, 2007.



Francesca McGuffie

ACKNOWLEDGEMENT

State of California
County of San Diego

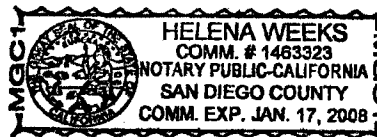
On January 30, 2007 before me, Helena Weeks, Notary Public
(here insert name and title of officer)

personally appeared **Francesca McGuffie**, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Helena Weeks



(Seal)

Executed this 1 day of 2, 2007.

Asa Cannell
Asa Cannell

ACKNOWLEDGEMENT

State of California

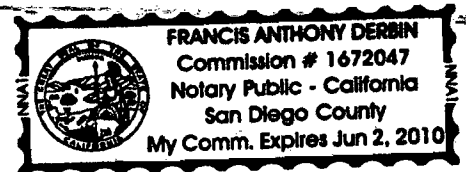
County of SAN DIEGO

On FEBRUARY 1, 2007 before me, FRANCIS ANTHONY DERBIN, Notary Public
(here insert name and title of officer)

personally appeared Asa Cannell, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within
instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their)
authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature FAD, Notary Public



(Seal)

ASSIGNMENT AND AGREEMENT

WHEREAS, INNOVIVE, LLC a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 170 Denny Way, El Cajon, California 92020; (hereinafter referred to as "ASSIGNOR") has sole interest in the following patent applications entitled CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY:

Patent Application No. 11/300,664, filed December 13, 2005
(Attorney Docket No. INO-1001-UT)

Patent Application No. PCT/US2005/044977, filed December 13, 2005
(Attorney Docket No. INO-1001-PC)

Patent Application No. 11/423,949, filed June 13, 2006
(Attorney Docket No. INO-1001-UT2)

Patent Application No. PCT/US2006/023038, filed June 13, 2006
(Attorney Docket No. INO-1001-PC2)

WHEREAS, INNOVIVE, INC., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 8262 Clairemont Mesa Blvd #202, San Diego, California 92111; (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, all right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified patent applications and all other patent applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said patent applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full

benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made. ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights and remedies arising under any such patent applications and patents prior to or after the effective date of this Agreement.

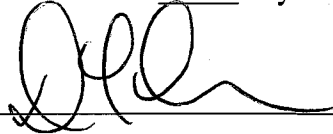
ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to have executed and delivered, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (c) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this 30 day of JAN, 2007



Dee L. Conger for Innovive, LLC

Title: CEO

ACKNOWLEDGEMENT

State of California

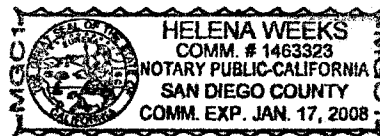
County of San Diego

On January 30, 2007 before me, Helena Weeks, Notary Public
(here insert name and title of officer)

personally appeared Dee L. Conger, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person@-acted, executed the instrument.

WITNESS my hand and official seal.

Signature Helena Weeks



(Seal)