## 503827497 05/16/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
VIVEK RAO	04/28/2016
TUAN NGUYEN	04/28/2016

#### **RECEIVING PARTY DATA**

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City:	ALAMEDA
State/Country:	CALIFORNIA
Postal Code:	94502

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15154329

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	A0130.0087_1	
NAME OF SUBMITTER:	MARK STIRRAT, REG. NO. 50,756	
SIGNATURE:	/MARK STIRRAT/	
DATE SIGNED:	05/16/2016	

## **Total Attachments: 5**

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PATENT REEL: 038602 FRAME: 0614

# ASSIGNMENT

WHEREAS, VIVEK RAO and TUAN NGUYEN, residents of Alameda and Dublin, CA, respectively (referred to herein as "ASSIGNORS") are named inventors of the invention entitled FAIL-SAFE APPLICATOR SHEATH UNLOCK MECHANISMS (the "INVENTION"), for which a provisional patent application was filed on May 14, 2015, and assigned U.S. Provisional Patent Application Serial No. 62/161,778 (the "APPLICATION");

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

WHEREAS, **ABBOTT DIABETES CARE INC.**, a Corporation, having a registered office at 1420 Harbor Bay Parkway, Alameda, CA 94502 ("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 do 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 APPLICATION, including, without limitation: all right, title and interest in, to, and under any United States provisional or nonprovisional application claiming or embodying the INVENTION and 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, and 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 APPLICATION or of any future patents that are subject to the assignment, including all rights to seek and obtain remedies of any kind for any past, current and future infringement, including any damages that have accrued to ASSIGNORS 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

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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 ASSIGNORS had this sale and assignment not been made;

And each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that, upon ASSIGNEE's request, said ASSIGNOR 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 APPLICATION and recordation thereof;

And ASSIGNORS hereby authorize and request 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 each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that said ASSIGNOR have 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 each and every ASSIGNOR, in his or her individual capacity, 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 ASSIGNORS hereby authorize the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number for each and every subsequently filed application that falls within the scope of this ASSIGNMENT:

Serial No:

Filing Date:

In witness whereof, Vivek Rao and Tuan Nguyen have affixed his signature:

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29 APR 2016	AROS SALES
Date	VIVEKRAO
,	g this certificate verifies only the identity of the
individual who signed the document to what accuracy, or validity of that document.	hich this certificate is attached, and not the truthfulness,
State of California County of Alameda	
On 28 april 2016 before m	ie, <del>Linna Layur, Lin</del> (insert name and title of the officer)
personally appeared VIVEK RAO, who person whose name is subscribed to the executed the same in his authorized capacity.	(insert name and title of the officer) proved to me on the basis of satisfactory evidence to be ne within instrument and acknowledged to me that he sity, and that by his signature on the instrument the the person acted, executed the Instrument.
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature	under the laws of the State of California that the  GEMMA LAYUG LIM Commission # 2108696 Notary Public - California Alameda County My Comm. Expires Apr 25, 2019 (Seal)

DYMDVM
TUAN NGUYEN
certificate verifies only the identity of the
is certificate is attached, and not the truthfulness,
Lemma Layver Lin (insert name and title of the officer)
oved to me on the basis of satisfactory evidence
e within instrument and acknowledged to me that
and that by his signature on the instrument the erson acted, executed the Instrument.
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the laws of the State of California that the
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Commission # 2108686
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Notary Public - California Alameda County My Comm. Expires Apr 25, 2019

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ASSIGNEE,

Mark Stirrat

Partner, One LLP

On behalf of Abbott Diabetes Care Inc.

MAY 9 2016

Date

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