

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIK P LILLYDAHL	01/08/2015
RECEIVING PARTY DATA	
Name:	A&E MEDTECH LLC
Street Address:	84 BARNES HILL ROAD
City:	CONCORD
State/Country:	MASSACHUSETTS
Postal Code:	01742
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8690800
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	058177-0000
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	05/27/2016
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Agreement**”), effective January 8, 2015 (“**Effective Date**”) between Erik P Lillydahl (“**Assignor**”), an individual, and A&E Medtech LLC, a Delaware corporation (“**Assignee**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Assignor has agreed to assign, and Assignee has agreed to acquire, all of the Assignor’s right title and interest in and to the Assigned Patent (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows.

AGREEMENT

1. Assignment. Assignor hereby perpetually, irrevocably and unconditionally sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest throughout the world in and to the U.S. patent set forth on Schedule A and the inventions described therein (the “**Assigned Patent**”), not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter thereof, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority (including the right to claim the priority date of the Assigned Patent) under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, including the right to sue, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

2. Effective Date. The sale, transfer, assignment, conveyance and delivery of the Assigned Patent by Assignor to Assignee pursuant to Section 1 shall be deemed effective as of the Effective Date.

3. Assistance. Assignor agrees to execute all papers and to assist Assignee as reasonably required at Assignee’s reasonable expense to consummate the assignment contemplated by this Agreement and the vesting of complete ownership of the Assigned Patent in Assignee, and to assist Assignee with the prosecution, registration, defense and enforcement of its rights in the Assigned Patent after the Effective Date. If Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signatures on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee as agent and attorney-in-fact for Assignor, which appointment is coupled with an interest, to act for and, on Assignor’s behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

4. Assignor Representations and Warranties. Assignor hereby represents and warrants, that (i) Assignor has all requisite rights and authority necessary to execute this Agreement and to assign his rights in the Assigned Patent to Assignee as contemplated herein, and (ii) the execution, delivery and performance of this Agreement does not and will not breach any agreement Assignor has entered into, and does not and will not violate, conflict with or result in the breach of any laws or rights of any third party.

5. Assignment. This Agreement and any rights herein granted shall be binding upon each Party's successors, heirs, assignees and transferees. Assignee may freely assign this Agreement and all the rights granted to it hereunder to any third party without consent of Assignor. Assignor may not, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Agreement and the rights granted to it hereunder without Assignee's prior written consent, which consent may be withheld in Assignee's sole discretion. Any assignment in contravention of this Section 5 shall be null and void from the beginning.

6. No Waiver. No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder, and the waiver, omission or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement on any future occasion.

7. Severability. Each Section or subsection of this Agreement shall be distinct and separate and, unless otherwise specified, the invalidity or illegality of any Section or subsection shall have no effect on any other Section or subsection. If a court declares a provision of this Agreement invalid, the Agreement will be deemed automatically adjusted to the minimum extent necessary to be valid.

8. Governing Law. The rights and obligations of the Parties under this Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to its subject matter and terminates and supersedes any prior or contemporaneous agreements or understandings relating to such subject matter. None of the provisions of this Agreement may be waived or modified except in a writing signed by each Party, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein.

[Signature page follows]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement effective as of the Effective Date.

ASSIGNOR:


Erik P Lillydahl

ASSIGNEE:

A&E MEDTECH LLC

By: _____

Name: _____

Title: _____


IN WITNESS WHEREOF the Parties hereto have executed this Agreement effective as of the Effective Date.

ASSIGNOR:

Erik P Lillydahl

ASSIGNEE:

A&E MEDTECH LLC

By: 

Name: Robert L. Bradler

Title: CEO

**SCHEDULE A
Assigned Patent**

Patent No.	Title	Issuance Date
U.S. 8,690,800 B2	Systems and methods for reducing subconscious neuromuscular tension including bruxism	April 8, 2014