504007102 09/15/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4053759

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
ROGER B BAGWELL			08/12/2016		
CASEY A SCRUGGS			08/31/2016		
KEVIN A SNOOK			08/12/2016		
BRIAN M PARK			08/16/2016		
RECEIVING PARTY DA	ТА				
Name:		D MEDICAL, INC.			
Street Address:		ING RIDGE DRIVE			
City:	BELLEFO	NTE			
State/Country:	PENNSYL	VANIA			
Postal Code:	16823				
Property Type		Number			
Property Type		Number			
Application Number:	14	251615			
Application Number:	plication Number: 61811956				
Application Number: 6193		937912			
PCT Number: US1		1434017			
CORRESPONDENCE D	ΑΤΑ				
Fax Number:	(41	2)918-1199			
		e e-mail address first; if that that is unsuccessful, it will l	is unsuccessful, it will be sent be sent via US Mail.		
Phone:	41:	29181100			
Email:	ipdocket@metzlewis.com				
Correspondent Name:		JESSICA M HAUTH			
ddress Line 1:	ddress Line 1: 535 SMITHFIELD STREET, SUITE 800		E 800		
Address Line 4: PITTSBUF		TSBURGH, PENNSYLVANIA	15222		
TTORNEY DOCKET NU	JMBER:	4116/079			
de la contention de la					
		JESSICA M HAUTH			
IAME OF SUBMITTER:		JESSICA M HAUTH /Jessica M Hauth/			

09/15/2016

DATE SIGNED:

Total Attachments: 14

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INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective dat	e of AW	ms	f ∂	, 2016
by and between:		5		

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Roger B. Bagwell, an individual, having an address of 210 Millgate Road, Bellefonte, Pennsylvania 16823 (the "Assignor"); and

Actuated Medical, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 310 Rolling Ridge Drive, Bellefonte, Pennsylvania 16823.

Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property, including the invention, identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assigner's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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[NOTARIAL SEAL IMPRESSED

	ASSIGNOR
	Roger B. Bagwell
STATE OF :	\mathcal{U}
COUNTY OF Contre : ss.	
On this 12 th day of 14 <u>cust</u> officer, personally appeared Roger B. Bagwell, v Technology Assignment for the purposed therein	, 2016, before me, a Notary Public, the undersigned who duly executed the foregoing Intellectual Property and a contained.
IN WITNESS WHEREOF, I have hereu	nto set my hand and official seal.
[NOTARIAL SEAL IMPRESSED]	Alcre A David Sherry A Davidson, Notary Public Notary Public Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016
	ACTUATED MEDICAL, INC.
	By: Maureen L. Mulvihill
	Title: President and CEO
STATE OF A	
COUNTY OF Conchre : ss.	
officer, personally appeared Maureen L. Mulvih CEO of Actuated Medical, Inc., a Pennsylvania executed the foregoing Intellectual Property and	2016, before me, a Notary Public, the undersigned ill, who acknowledged herself to be the President and corporation, and declared that as such officer, she duly Technology Assignment for the purposes therein t document alone and on behalf of Actuated Medical, Inc.
IN WITNESS WHEREOF, I have hereu	into set my hand and official seal.
	Sherry A. Pareidon Notary Public
	// Notary Public

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016

PATENT REEL: 039757 FRAME: 0299

Title	<u>Serial No.</u>
Miniature Device Platform for Navigation on Moving Organs	14/251,615
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	61/811,956
Miniature Device Platform for Minimally Invasive Procedures in the Body	61/937,912
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	PCT/US14/034017

INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of	Auges +	<u>3/</u>	, 2016
by and between:	0		

Casey A. Scruggs, an individual, having an address of 1720 Tame Deer Drive, Middleburg, Pennsylvania 17842 (the "Assignor"); and

Actuated Medical, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 310 Rolling Ridge Drive, Bellefonte, Pennsylvania 16823.

Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property, including the invention, identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assigner's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

	ASSIGNOR
	C Som
	Casey A. Scruggs
STATE OF <u>PA</u> : COUNTY OF <u>Snyder</u> :	SS.
On this 31 day of AVAUST	, 2016, before me, a Notary Public, the undersigned s who duly executed the foregoing Intellectual Property and erein contained.
IN WITNESS WHEREOF, I have he	ereunto set my hand and official seal.
[NOTARIAL SEAL IMPRESSED]	Notary Public
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KELLI STIMELY	ACTUATED MEDICAL, INC.
Notary Public WHITE DEER TWP, UNION COUNTY	Ву:
My Commission Expires May 27, 2017	Name: <u>Maureen L. Mulvihill</u>
	Title: President and CEO
STATE OF :	SS.
COUNTY OF :	
officer, personally appeared Maureen L. Mul CEO of Actuated Medical, Inc., a Pennsylva executed the foregoing Intellectual Property	, 2016, before me, a Notary Public, the undersigned lvihill, who acknowledged herself to be the President and nia corporation, and declared that as such officer, she duly and Technology Assignment for the purposes therein nent document alone and on behalf of Actuated Medical, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL IMPRESSED

Notary Public

ASSIGNOR

Casey A. Scruggs

STATE OF ______ :

COUNTY OF ______ : ss.

On this ______ day of ______, 2016, before me, a Notary Public, the undersigned officer, personally appeared Casey A. Scruggs who duly executed the foregoing Intellectual Property and Technology Assignment for the purposed therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL IMPRESSED]

ACTUATED MEDICAL, INC. By: Maureen L. Mulvill Name:

Notary Public

Title: President and CEO

STATE OF <u>PA</u>: COUNTY OF <u>Contre</u>: ss.

[NOTARIAL SEAL IMPRESSED

On this 12 day of August, 2016, before me, a Notary Public, the undersigned officer, personally appeared Maureen L. Mulvihill, who acknowledged herself to be the President and CEO of Actuated Medical, Inc., a Pennsylvania corporation, and declared that as such officer, she duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Actuated Medical, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alotary Public

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016

PATENT REEL: 039757 FRAME: 0303

<u>Title</u>	<u>Serial No.</u>
Miniature Device Platform for Navigation on Moving Organs	14/251,615
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	61/811,956
Miniature Device Platform for Minimally Invasive Procedures in the Body	61/937,912
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	PCT/US14/034017

4116/079

INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of _	August	17	, 2016
by and between:		•	
	810 Outer Drive		

Kevin A. Snook, an individual, having an address of 320 East Whitehall Road, State College, Pennsylvania 16801 (the "Assignor"); and $412/10^{-10}$

Actuated Medical, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 310 Rolling Ridge Drive, Bellefonte, Pennsylvania 16823.

Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property, including the invention, identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assigner's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

ASSIGNOR STATE OF <u>PA</u> COUNTY OF <u>Contre</u> SS. On this $12^{d_{A}}$ day of A_{u} and A_{u} , 2016, before me, a Notary Public, the undersigned officer, personally appeared Kevin A. Snook, who duly executed the foregoing Intellectual Property and , 2016, before me, a Notary Public, the undersigned Technology Assignment for the purposed therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. O Notary Public NOTTAPTAL SEAT NOTARIAL SEAL [NOTARIAL SEAL IMPRESSED] Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016 ACTUATED MEDICAL, INC. Mulvihil Maureen Title: President and CEO STATE OF SS. COUNTY OF Contro On this _____ day of ______, 2016, before me, a Notary Public, the undersigned officer, personally appeared Maureen L. Mulvihill, who acknowledged herself to be the President and CEO of Actuated Medical, Inc., a Pennsylvania corporation, and declared that as such officer, she duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Actuated Medical, Inc. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. Sherry A. Dee. Notary Public

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016

PATENT REEL: 039757 FRAME: 0306

INOTARIAL SEAL IMPRESSED

Title	Serial No.
Miniature Device Platform for Navigation on Moving Organs	14/251,615
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	61/811,956
Miniature Device Platform for Minimally Invasive Procedures in the Body	61/937,912
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	PCT/US14/034017

4116/079

INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of	Aue	16	, 2016
by and between:)		

Brian Matthew Park, an individual, having an address of 180 Roanoke Road, Bellefonte, Pennsylvania 16823 (the "Assignor"); and

Actuated Medical, Inc., a Pennsylvania corporation (hereafter "Assignee"), having its principal office and place of business at 310 Rolling Ridge Drive, Bellefonte, Pennsylvania 16823.

Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property, including the invention, identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

ASSIGNOR
Brian M. Park
STATE OF
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
COMMONWEALTH OF PENNSYLVANIA ACTUATED MEDICAL, INC. NOTARIAL SEAL Amber Hockenberry, Notary Public Patton Township, Centre County By:
STATE OF : COUNTY OF : COUNTY OF : COUNTY OF :
On this day of, 2016, before me, a Notary Public, the undersigned officer, personally appeared Maureen L. Mulvihill, who acknowledged herself to be the President and CEO of Actuated Medical, Inc., a Pennsylvania corporation, and declared that as such officer, she duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Actuated Medical, Inc.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL IMPRESSED

Notary Public

ASSIGNOR

Brian M. Park

STATE OF ______ :

: ss.

On this ______ day of ______, 2016, before me, a Notary Public, the undersigned officer, personally appeared Brian M. Park, who duly executed the foregoing Intellectual Property and Technology Assignment for the purposed therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL IMPRESSED]

Notary Public

ACTUATED MEDICAL, INC. By: Name: Maureen L. Mulvihill

Title: President and CEO

STATE OF PA : ss.

[NOTARIAL SEAL IMPRESSED

On this <u>1</u>, <u>a</u> day of <u>August</u>, 2016, before me, a Notary Public, the undersigned officer, personally appeared Maureen L. Mulvihill, who acknowledged herself to be the President and CEO of Actuated Medical, Inc., a Pennsylvania corporation, and declared that as such officer, she duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Actuated Medical, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Shary S. Dae Notary Public

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Sherry A Davidson, Notary Public College Township, Centre County My commission expires December 16, 2016

PATENT REEL: 039757 FRAME: 0310

<u>Title</u>	<u>Serial No.</u>
Miniature Device Platform for Navigation on Moving Organs	14/251,615
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	61/811,956
Miniature Device Platform for Minimally Invasive Procedures in the Body	61/937,912
Miniaturized Device Platform for Minimally Invasive Procedures Inside Active Organs	PCT/US14/034017