## 504054644 10/18/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4101308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NEONATAL PRODUCT GROUP, INC. D/B/A CHECHE INNOVATIONS	10/11/2016

#### **RECEIVING PARTY DATA**

Name:	AMEDA, INC.
Street Address:	1000 MARINA BOULEVARD, SUITE 105
City:	BRISBANE
State/Country:	CALIFORNIA
Postal Code:	94005

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14451131

#### **CORRESPONDENCE DATA**

**Fax Number:** (816)983-8000

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:** 8169838000

Email: pto-kc@huschblackwell.com
Correspondent Name: HUSCH BLACKWELL LLP

Address Line 1: 4801 MAIN STREET, SUITE 1000 Address Line 4: KANSAS CITY, MISSOURI 64112

NAME OF SUBMITTER:	KRIS KAPPEL
SIGNATURE:	/kris kappel/
DATE SIGNED:	10/18/2016

## **Total Attachments: 4**

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PATENT 504054644 REEL: 040043 FRAME: 0447

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "<u>Assignment</u>") is made as of October 11, 2016 by Neonatal Product Group, Inc. (doing business as Creche Innovations), a Nevada corporation (the "<u>Assignor</u>") for the benefit of Ameda, Inc., a Delaware corporation (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified, supplemented or otherwise changed from time to time, the "Purchase Agreement"), by and among the Assignor, the Assignee, Mr. Scott Norman, Ms. Stephanie Norman and Mr. Mark Petheram, among other things, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, all of the Assignor's right, title and interest in or relating to the pending patent applications and issued patents set forth in Schedule A attached hereto (collectively, the "Patents"); and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition to the obligations of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby irrevocably and unconditionally assign, transfer and set over to the Assignee its entire right, title and interest in and to, including without limitation the right to make, to use and to vend, the Patents, in the United States and for all foreign countries, including any reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, revisions or improvements thereof and foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, (a) all rights, interests, claims and demands recoverable in law or equity that the Assignor has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives and (b) all rights to apply for registrations in foreign countries that the Assignor has or may have with respect to any of the foregoing with full benefit of such priorities as may now or hereafter be granted to it by law or treaty, including any international convention.

The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to record the Assignee as owner of the Patents, including any reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, revisions, or improvements thereof, and to issue all letters patent of the United States, and foreign countries, thereon to the Assignee, as assignee of its entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

PATENT REEL: 040043 FRAME: 0448 At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence the consummation of this Assignment.

Except as specifically set forth in the Purchase Agreement, the Assignor makes no representation or warranty with respect to the Patents assigned hereby, and the provisions of this Assignment shall not in any way modify, replace, amend or waive any of the representations, warranties, covenants and agreements of the Assignor contained in the Purchase Agreement, this Assignment being intended solely to effect the assignment of the Patents pursuant to the Purchase Agreement.

This Assignment shall be governed and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

IN TESTIMONY WHEREOF, the Assignor has caused this Patent Assignment to be signed and executed by the undersigned officer thereunto duly authorized this \(\frac{\mu}{2}\) day of October, 2016.

NEONATAL PRODUCT GROUP, INC.

Name: Mark Petheram Title: Secretary

COUNTY OF Johnson

On H day of October, 2016, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Mark Petheram known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

NOTARY PUBLIC - State of Kansas

JEFFREY E JACOBS

My Appt. Expires 3(7/20)

[Signature page to Patent Assignment]

(Notary Public)

# Schedule A

PATENT	STATUS	PATENT NUMBER or SERIAL NUMBER	TERRITORY
Ultraviolet Nutritional Warmer	Filed: August 4, 2014	Docket No. 45567- US Application No. 14/451131	United States

**RECORDED: 10/18/2016** 

PATENT REEL: 040043 FRAME: 0451