

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4105975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	4
CONVEYING PARTY DATA	
Name	Execution Date
AUTOMATION TECHNIQUES, INC.	09/28/2016
RECEIVING PARTY DATA	
Name:	C° CHANGE SURGICAL LLC
Street Address:	101 N. CHESTNUT ST., SUITE 301
City:	WINSTON-SALEM
State/Country:	NORTH CAROLINA
Postal Code:	27101
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	US2016055524
Application Number:	15293612
CORRESPONDENCE DATA	
Fax Number:	(919)869-1522
<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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Address Line 4:	CHAPEL HILL, NORTH CAROLINA 27514
ATTORNEY DOCKET NUMBER:	CS215001USU & WO
NAME OF SUBMITTER:	KEVIN E FLYNN
SIGNATURE:	/Kevin E Flynn, #37,325/
DATE SIGNED:	10/20/2016
Total Attachments: 3	
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ASSIGNMENT OF RIGHTS

WHEREAS, Kevin Joseph Rackers, an individual residing at 7483 Summerhill Drive, Summerfield, North Carolina 27358, United States of America; United States of America is an inventor of the one or more new and useful improvements, including improved ornamental designs, described in a United States Provisional Patent Application with serial No. 62/237,525 filed October 5, 2015 and expanded upon in a United States Patent Application nearing completion as of September 2016 with Docket No. CS215001USU and with the title:

Use of Sterile Sleeve in Production of Surgical Slush

WHEREAS, Automation Techniques, Inc. with a location at 3703-B Alliance Drive, Greensboro, North Carolina, 27407 (ASSIGNOR) has acquired rights from Kevin Joseph Rackers with respect to the above-identified United States Patent Applications;

WHEREAS, C° Change Surgical LLC with a location at 101 N. Chestnut St., Suite 301, Piedmont Triad Research Park, Winston-Salem, North Carolina, 27101 (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for payments received by ASSIGNOR from ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including improvements to ornamental design, and to all of ASSIGNOR's copyrights in the above-identified application(s), including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, including design patent applications, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

all rights currently owned or acquired in the future by ASSIGNOR in any patent or other legal document which claim the one or more useful improvements, including improvements to

ornamental design identified above, including applications which do not claim priority to the application(s) identified above;

and the right to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of Kevin Joseph Rackers, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for: advancement of the application in the United States, including declarations of inventorship; filing and granting of foreign applications; or perfecting of title in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

ASSIGNOR hereby authorizes Kevin E. Flynn of FLYNN IP LAW to mark one or more pages of this assignment with the patent application serial number and filing date of the patent application associated with the attorney docket number CS215001USU to associate that information with this assignment as the assignment will be signed before the filing of that patent application.

Use of Sterile Sleeve in Production of Surgical Slush

Docket: CS215001USU

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

ASSIGNOR and the ASSIGNEE intend and agree that the substantive law of the State of North Carolina shall govern any dispute that relates in any way to this Assignment of Rights, regardless of any contrary result suggested by any choice-law rules.

ASSIGNOR and the ASSIGNEE intend and agree to submit any dispute that relates in any way to this Assignment of Rights to the exclusive jurisdiction of the state or federal courts having jurisdiction over North Carolina.

9-28-2016
Date

Kevin Joseph Rackers
Kevin Joseph Rackers,
As President of Automation Techniques, Inc.

State of North Carolina)
County of Guilford) ss:

On this 28 day of September, 2016, before the undersigned, a Notary Public for the State aforesaid, personally appeared Kevin Joseph Rackers, 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.

Susannah Lee Hargett *Susannah Lee Hargett*
Notary Public

My Commission Expires on 12.26.17

