#### 504108382 11/22/2016

EPAS ID: PAT4155051

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
WALTER T. SAVAGE	10/29/2016
SHELLEY J. SAVAGE	10/29/2016

## **RECEIVING PARTY DATA**

Name:	CARDIOTHRIVE, INC.
Street Address:	5285 HIDDENCREST COURT
City:	CONCORD
State/Country:	CALIFORNIA
Postal Code:	94521

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	61835443
Application Number:	14303541

# CORRESPONDENCE DATA

Fax Number: (650)687-1183

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: 6508332055

Email: timothy.lohse@dlapiper.com

TIMOTHY W. LOHSE **Correspondent Name:** 

Address Line 1: 2000 UNIVERSITY AVENUE

Address Line 2: DLA PIPER LLP (US)

Address Line 4: EAST PALO ALTO, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER: 377871-991141 **NAME OF SUBMITTER:** TIMOTHY W. LOHSE SIGNATURE: /Timothy W. Lohse/ **DATE SIGNED:** 11/22/2016

# **Total Attachments: 3**

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**PATENT REEL: 040405 FRAME: 0780** 504108382

### **ASSIGNMENT**

WHEREAS, **Walter T. Savage and Shelley J. Savage** made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

# DYNAMICALLY ADJUSTABLE MULTIPHASIC DEFIBRILLATOR PULSE SYSTEM AND METHOD

Χ	issued as Provisional Application Serial No. 61/835,443 on June 14, 2013
X	filed as Serial No. <u>14/303,541</u> on <u>June 12, 2014</u>
	filed herewith

WHEREAS, <u>CardioThrive, Inc.</u>, a corporation of the State of Delaware and whose address is <u>5285 Hiddencrest Court, Concord, CA 94521</u>, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, effective as of June 14, 2013, I hereby, without reservation:

- 1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
- 4. Warrant that I have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
- 5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonable serving to assure that said inventions and discoveries, said patent

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PATENT REEL: 040405 FRAME: 0781 applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing any facts of my conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Grant the attorneys of record the power to insert on this Assignment the serial number of said Application as further identification of said Application in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF:

		10/29/16
WALTER T. SAVAGE		Date
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State of California )	
County of Contra (05ta)	
. / / /	ecuted the same in his/her/their ire(s) on the instrument the person(s),
I certify under the PENALTY OF PERJURY under the law foregoing paragraph is true and correct.	ws of the State of California that the
WITNESS my hand and official seal.  Notary Signature	MAHNAZ SULTANI Commission # 2013859 Notary Public - California Contra Costa County My Comm. Expires Mar 22, 2017
(Seal)	

IN WITNESS WHEREOF:	
My Jage	10-29-16
SHELLEY J. SAVAGE	Date
State of California ) County of <u>(ontra (ost</u> a )	
On <u>Oef 19, 2016</u> , before me <u>Mahnaz Sc./fan;</u> Sh./ley J. Savare  of satisfactory evidence to be the person(s) whose na	, personally appeared , who proved to me on the basis ame(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they authorized capacity(ies), and that by his/her/their sign or the entity upon behalf of which the person(s) acted	executed the same in his/her/their nature(s) on the instrument the person(s), I, executed the instrument.
I certify under the PENALTY OF PERJURY under the foregoing paragraph is true and correct.	e laws of the State of California that the
WITNESS my hand and official seal.	MAHNAZ SULTANI Commission # 2013859
Notary Signature	Notary Public - California Contra Costa County My Comm. Expires Mar 22, 2017
(Seal)	

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**RECORDED: 11/22/2016** 

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**PATENT REEL: 040405 FRAME: 0783**