## 504159240 12/30/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4205915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MACROPLATA, INC.	11/01/2016

### **RECEIVING PARTY DATA**

Name:	LUMENR, LLC.	
Street Address:	6222 THORNTON AVENUE	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	

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

Property Type	Number
Application Number:	14511694

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	7211 CIP DIV 2 DIV
NAME OF SUBMITTER:	NEIL D. GERHSON
SIGNATURE:	/NEIL D. GERSHON, REG. # 32,225/
DATE SIGNED:	12/30/2016

#### **Total Attachments: 6**

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PATENT 504159240 REEL: 040809 FRAME: 0850

#### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications is made as of the 1st day of November, 2016 (this "Assignment") by Macroplata, Inc., a Delaware corporation ("Macroplata Inc."), Macroplata Systems, LLC ("MPSL" and, together with Macroplata Inc., "Assignors") in favor of LumenR LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of November 1, 2016 (the "Purchase Agreement"), by and between Assignee and the party named as Buyer therein.

WHEREAS, Assignors are the owners of certain patents and patent applications in the United States Patent and Trademark Office and other foreign offices identified in <u>Exhibit 1</u> attached hereto (the "<u>Assigned Patent Rights</u>");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors desire to sell, transfer, assign and set over unto Assignee all right, title and interest of Assignors in and to the Assigned Patent Rights, pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee has agreed to execute and deliver all documents as the Buyer may reasonably request of Assignee to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Patent Rights; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Assigned Patent Rights, including all inventions in the United States and throughout the world described therein, and the applications and patents issuing from applications listed therein, and any applications and patents claiming priority to any of those listed therein, and any applications and patents from which those listed therein may claim priority to, and any other continuations-in-part, divisionals, reissues, extensions and foreign counterparts of the Assigned Patent Rights, together with all claims for damages by reason of past, present or future infringement of any Assigned Patent Rights, with the right to sue for and collect the same, and any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Patent Rights. Assignor further agrees to execute and has executed all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office (and its foreign counterparts in any applicable jurisdiction) to issue the Patents resulting from the applications in the Assigned Patent Rights to Assignee, its successors and assigns.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment

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shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall be deemed originals.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Assignors have executed this Assignment as an instrument under seal effective as of this \_\_\_\_ day of October, 2016. MACROPLATA, INC. **MACROPLATA SYSTEMS, LLC** By: By: **Gregory Piskun** Name: **Gregory Piskun** Name: Title: Chief Executive Officer Title: Chief Executive Officer STATE OF On this the \_\_\_\_ day of Nov\_\_\_, 2016, before me appeared \_\_\_\_ fisk\_viv\_\_\_\_, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed. PZ50 780 65 1830 My commission expires:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

Notary Public State of Florida

Jon Doherty My Commission FF Expires 05/20/2017 IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of this <u>lst</u> day of November, 2016.

**LUMENR LLC** 

6. P. Skul

Name: Gregory Piskun Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

## **EXHIBIT 1**

# **Patent Rights**

U.S. Filings		
Serial/Publication No.	Filing Date	Title
	August 25, 2009	Endoluminal treatment method and
	,	associated surgical assembly including
U.S. Patent No. 9,039,601		tissue occlusion device
U.S. Application No. 14/511,694	October 10, 2014	ENDOLUMINAL TREATMENT
· · ·	·	METHOD AND ASSOCIATED
(U.S. Publication No. 2015- 0045616)		SURGICAL ASSEMBLY
	May 29, 2016	ENDOLUMINAL TREATMENT
		METHOD AND ASSOCIATED
U.S. Application No. 15/168,083		SURGICAL ASSEMBLY
	December 16, 2010	Substantially rigid and stable endoluminal
		surgical suite for treating a
U.S. Patent No. 8,506,479		gastrointestinal lesion
	December 23, 2012	Substantially rigid and stable endoluminal
		surgical suite for treating a
U.S. Patent No. 9,161,746		gastrointestinal lesion
U.S. Application No. 14/732,749	June 7, 2015	SUBSTANTIALLY RIGID AND
		STABLE ENDOLUMINAL SURGICAL
(U.S. Publication No.		SUITE FOR TREATING A
2015/0265818)		GASTROINTESTINAL LESION
	June 13, 2015	SUSTANTIALLY RIGID AND
U.S. Application No. 14/738,863		STABLE ENDOLUMINAL SURGICAL
(U.S. Publication No.		SUITE FOR TREATING A
2015/0313584)		GASTROINTESTINAL LESION
U.S. Application No. 15/173,455	June 3, 2016	APPARATUS AND METHOD FOR
(U.S. Publication No.		EFFECTING AT LEAST ONE
2011/0288538)		ANATOMICAL STRUCTURE
	September 25,	SUBSTANTIALLY RIGID AND
U.S. Application No. 14/866,695	2015	STABLE ENDOLUMINAL SURGICAL
(U.S. Publication No.		SUITE FOR TREATING A
2016/0015252)		GASTROINTESTINAL LESION
	June 22, 2012	Floating, multi-lumen-catheter retractor
		system for a minimally-invasive,
U.S. Patent No. 8,932,211	4 11 10 10 10 10	operative gastrointestinal treatment
U.S. Patent No. 9,125,636	April 12, 2013	Endoluminal device with retractor system
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	April 12, 2013	Endoluminal system for gastrointestinal
U.S. Patent No. 9,186,130	0 1 6 6014	treatment
U.S. Application No. 14/506,666	October 5, 2014	ENDOLUMINAL SYSTEM AND
(U.S. Publication No.		METHOD FOR GASTROINTESTINAL
2015/0025314)	4 .5 0016	TREATMENT
	August 7, 2016	FLOATING, MULTI-LUMEN-
TIO Annillandan Maria 16/000 466	1	CATHETER RETRACTOR SYSTEM
U.S. Application No. 15/230,455		FOR A MINIMALLY-INVASIVE,

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PATENT REEL: 040809 FRAME: 0855

		OPERATIVE GASTROINTESTINAL
U.S. Application No. 14/696,421 (U.S. Publication No. 2015/0223798)	April 25, 2015	FLOATING, MULTI-LUMEN- CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/815,985 (U.S. Publication No. 2015/0335324)	August 1, 2015	ENDOLUMINAL DEVICE WITH RETRACTOR SYSTEM
U.S. Application No. 14/929, 214 (U.S. Publication No. 2016/0051128)	October 30, 2015	ENDOLUMINAL SYSTEM FOR GASTROINTESTINAL TREATMENT
U.S. Patent No. 9,186,131	June 9, 2013	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
U.S. Application No. 14/678,949 (U.S. Publication No. 2015- 0209024)	April 4, 2015	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/745,396 (U.S. Publication No. 2015/0282800)	June 20, 2015	FLOATING, MULTI-LUMEN- CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/752,908 (U.S. Publication No. 2015/0297209)	June 27, 2015	FLOATING, MULTI-LUMEN- CATHETER RETRACTOR SYSTEM FOR A MINIMALLY INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 15/201,398	July 2, 2016	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/099,943 (U.S. Publication No. 2014/0142393)	December 7, 2013	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/622,831 (U.S. Publication No. 2015- 0157192)	February 14, 2015	SYSTEM FOR A MINIMALLY- INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/714,287 (U.S. Publication No. 2015/0272564)	May 16, 2015	TISSUE RETRACTOR FOR MINIMALLY INVASIVE SURGERY
	May 16, 2016	TISSUE RETRACTOR FOR MINIMALLY INVASIVE SURGERY
U.S. Application No. 15/148,999	September 10 2016	CVCTEM FOR A MURICIALLY
U.S. Application No. 15/261,930	<u> </u>	SYSTEM FOR A MINIMALLY-

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**RECORDED: 12/30/2016**