# 504219420 02/08/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4266097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LIANN M. JOHNSON	12/09/2002
PAUL S. SHERBURNE	12/09/2002
ALICIA F. HECK	12/09/2002
RICCI D. SMELSER	12/10/2002
ERIC K. MANGIARDI	01/09/2003

### **RECEIVING PARTY DATA**

Name:	ALVEOLUS, INC.
Street Address:	9013 PERIMETER WOODS DRIVE, SUITE A
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28216

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8267987

### **CORRESPONDENCE DATA**

**Fax Number:** (801)578-6999

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.

Email: cristi.bills@stoel.com

Correspondent Name: MATTHEW S. BETHARDS

Address Line 1: STOEL RIVES LLP, ONE UTAH CENTER Address Line 2: 201 SOUTH MAIN STREET, SUITE 1100

Address Line 4: SALT LAKE CITY, UTAH 84111

ATTORNEY DOCKET NUMBER:	37621/51504		
NAME OF SUBMITTER:	MATTHEW S. BETHARDS		
SIGNATURE:	/Matthew S. Bethards/		
DATE SIGNED:	02/08/2017		

**Total Attachments: 5** 

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PATENT REEL: 041206 FRAME: 0615

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source=51504\_Assignment\_InventorsToAlveolus#page5.tif

PATENT REEL: 041206 FRAME: 0616

#### ASSIGNMENT

i, Liann M. Johnson of Golden Valley, Minnesota (hereinafter "ASSIGNOR"), have coinvented a MEDICAL APPLIANCE DELIVERY APPARATUS AND METHOD OF USE for which application was made for Letters Patent in the United States (the "Application"), said Application having U.S. application No. 10/281,429 filed the 26th day of October, 2002; and

For good and valuable consideration, I do hereby sell, assign, and transfer unto Alveolus, Inc (hereinafter "ALVEOLUS"), a for-profit North Carolina Corporation, and to its legal representatives, successors, and assigns, my full exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to the Invention as described in the above Application and in and to any patent application relating directly or Indirectly to the Invention, and all Letters Patent, or national equivalents thereof, that may hereafter be granted, and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations, reexaminations, and extensions thereof; and

The Invention, Patent Applications, and Letters Patent are to be held and enjoyed by ALVEOLUS for its own use, and by its successors and assigns, to the end of the term for which Letters 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, which includes but is not limited to all rights to sue and recover for past infringement and wrongful uses thereof; and authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Invention to ALVEOLUS, its successors and assigns, in accordance with the terms of this Assignment; and Assignor hereby further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does further hereby agree to provide all reasonable aid to ALVEOLUS in the making and prosecuting of any application for other Letters Patent that ALVEOLUS may wish to make covering the Invention claimed in the Patent Application and in vesting in ALVEOLUS like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent in similar proportion. Assignor hereby agrees that Assignor will similarly aid ALVEOLUS in the prosecution of any interference that may arise involving any application for Letters Patent herein contemplated and that Assignor will execute and deliver to ALVEOLUS any and all additional papers that may be reasonably requested by ALVEOLUS to fully carry out the terms of this Assignment. Moreover, Assignor shall render the above-referenced assistance without additional compensation but at no personal expense to him.

Executed this 9 day of Quember, 2002.

By: State OF MINNESOTA )

State OF HENNEPIN )

Before me personally came Liann M. Johnson, to me known to be the Assignor in the above assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on-the day of December, 2002.

DANIEL RI. HEADLEY
NOTARY PUBLIC - MINNEBOTA
My Commission Expired Jan. 31, 2005

Notary Public for Henne D. M.
My Commission Expires: Ver 37 2005

PATENT

REEL: 0162444 TERMINE: 0273

**REEL: 041206 FRAME: 0617** 

JAN 1 7 2000

#### ASSIGNMENT

I, Paul S. Sherburne of Plymouth, Minnesota (hereinafter "ASSIGNOR"), have co-invented a MEDICAL APPLIANCE DELIVERY APPARATUS AND METHOD OF USE for which application was made for Letters Patent in the United States (the "Application"), said Application having U.S. application No. 10/281,429 filed the 26th day of October, 2002; and

For good and valuable consideration, I do hereby sell, assign, and transfer unto Alveolus, Inc (hereinafter "ALVEOLUS"), a for-profit North Carolina Corporation, and to its legal representatives, successors, and assigns, my full exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to the Invention as described in the above Application and in and to any patent application relating directly or Indirectly to the Invention, and all Letters Patent, or national equivalents thereof, that may hereafter be granted, and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations, reexaminations, and extensions thereof; and

The Invention, Patent Applications, and Letters Patent are to be held and enjoyed by ALVEOLUS for its own use, and by its successors and assigns, to the end of the term for which Letters 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, which includes but is not limited to all rights to sue and recover for past infringement and wrongful uses thereof; and authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Invention to ALVEOLUS, its successors and assigns, in accordance with the terms of this Assignment; and Assignor hereby further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does further hereby agree to provide all reasonable aid to ALVEOLUS in the making and prosecuting of any application for other Letters Patent that ALVEOLUS may wish to make covering the invention claimed in the Patent Application and in vesting in ALVEOLUS like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent in similar proportion. Assignor hereby agrees that Assignor will similarly aid ALVEOLUS in the prosecution of any interference that may arise involving any application for Letters Patent herein contemplated and that Assignor will execute and deliver to ALVEOLUS any and all additional papers that may be reasonably requested by ALVEOLUS to fully carry out the terms of this Assignment. Moreover, Assignor shall render the above-referenced assistance without additional compensation but at no personal expense to him.

I PI	ant additioned possiba	mention but at the betacher exhautes to them
		Executed this 9 day of December 2002.
·		By: Jan S Shame
STATE OF MINNESOTA	)	
COUNTY OF HENNEPIN	) 6S. )	

Before me personally came Paul S. Sherburne, to me known to be the Assignor in the above assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2002.

DANIEL R. HEADLEY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2005

Notary Public for Minnesota, Henne DK

My Commission Expires: 120 31 8005

PATENT

REEL: 0162487FERAME: 0274

REEL: 041206 FRAME: 0618

JAN 1 7 2003

#### ASSIGNMENT

I. Alkia F. Heck of St. Louis Park, Minnesota (hereinafter "ASSIGNOR"), have codivented a MEDICAL APPLIANCE DELIVERY APPARATUS AND METHOD OF USE for which application was made for Letters Patent in the United States (the "Application"), said Application having U.S. application No. 10/281,429 filed the 26th day of October, 2002; and

For good and valuable consideration, I do hereby sell, assign, and transfer unto Alveolus, Inc (hereinafter "ALVEOLUS"), a for-profit North Carolina Corporation, and to its legal representatives, successors, and assigns, my full exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to the invention as described in the above Application and in and to any patent application relating directly or indirectly to the invention, and all Letters Patent, or national equivalents thereof, that may hereafter be granted, and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations, reexaminations, and extensions thereof; and

The Invention, Patent Applications, and Letters Patent are to be held and enjoyed by ALVEOLUS for its own use, and by its successors and assigns, to the end of the term for which Letters 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, which includes but is not limited to all rights to sue and recover for past infringement and wrongful uses thereof; and authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Invention to ALVEOLUS, its successors and assigns, in accordance with the terms of this Assignment; and Assignor hereby further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does further hereby agree to provide all reasonable aid to ALVEOLUS in the making and prosecuting of any application for other Letters Patent that ALVEOLUS may wish to make covering the Invention claimed in the Patent Application and in vesting in ALVEOLUS like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent in similar proportion. Assignor hereby agrees that Assignor will similarly aid ALVEOLUS in the prosecution of any interference that may arise involving any application for Letters Patent herein contemplated and that Assignor will execute and deliver to ALVEOLUS any and all additional papers that may be reasonably requested by ALVEOLUS to fully carry out the terms of this Assignment. Moreover, Assignor shall render the above-referenced assistance without additional compensation but at no personal expense to him.

By: Alicia f. Head.

STATE OF MINNESOTA ) ss. COUNTY OF HENNEPIN )

Before me personally came Alicia F. Heck, to me known to be the Assignor in the above assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the day of the 200200.

Notary Public for MNGSAR HE

My Commission Expires: 🏂

DANIEL R. HEADLEY

NOTARY PUBLIC - MINNESOTA

My Commission Expires Jan. 31, 2005

REEL: 016246TERAME: 0275

**REEL: 041206 FRAME: 0619** 

Buckeye want There is

#### ASSIGNMENT

I, Ricci D. Smelser of Maple Lake, Minnesota (hereinafter "ASSIGNOR"), have coTraggedented a MEDICAL APPLIANCE DELIVERY APPARATUS AND METHOD OF USE for which application was made for Letters Patent in the United States (the "Application"), said Application having U.S. application No. 10/281,429 filed the 26th day of October, 2002; and

For good and valuable consideration, I do hereby sell, assign, and transfer unto Alveolus, Inc (hereinafter "ALVEOLUS"), a for-profit North Carolina Corporation, and to its legal representatives, successors, and assigns, my full exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to the Invention as described in the above Application and in and to any patent application relating directly or indirectly to the Invention, and all Letters Patent, or national equivalents thereof, that may hereafter be granted, and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations, reexaminations, and extensions thereof; and

The Invention, Patent Applications, and Letters Patent are to be held and enjoyed by ALVEQLUS for its own use, and by its successors and assigns, to the end of the term for which Letters 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, which includes but is not limited to all rights to sue and recover for past infringement and wrongful uses thereof; and authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Invention to ALVEQLUS, its successors and assigns, in accordance with the terms of this Assignment; and Assignor hereby further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does further hereby agree to provide all reasonable aid to ALVEOLUS in the making and prosecuting of any application for other Letters Patent that ALVEOLUS may wish to make covering the invention claimed in the Patent Application and in vesting in ALVEOLUS like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent in similar proportion. Assignor hereby agrees that Assignor will similarly aid ALVEOLUS in the prosecution of any interference that may arise involving any application for Letters Patent herein contemplated and that Assignor will execute and deliver to ALVEOLUS any and all additional papers that may be reasonably requested by ALVEOLUS to fully carry out the terms of this Assignment. Moreover, Assignor shall render the above-referenced assistance without additional compensation but at no personal expense to him.

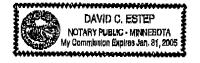
Executed this _	day of	Derrete 2002.	
By: Rica:	D.S.	mlen	

STATE OF MINNESOTA ) ) ss.
COUNTY OF HENNEPIN )

Before me personally came Ricci D. Smelser, to me known to be the Assignor in the above assignment, who signed the foregoing instrument in my presence and made cath before me to the allegations set forth therein as being under oath on the portion of the control of the control

Notary Public for Minnesofa

My Commission Expires: Jan. 31, 2005



PATENT

REEL: 0162481ERAME: 0276

REEL: 041206 FRAME: 0620

#### ASSIGNMENT

I, Eric K. Manglardl of Charlotte, North Carolina (hereinafter "ASSIGNOR"), have co-invented a MEDICAL APPLIANCE DELIVERY APPARATUS AND METHOD OF USE for which application was made for Letters Patent in the United States (the "Application"), said Application having U.S. application No. 10/281,429 filed the 26th day of October, 2002; and

For good and valuable consideration, I do hereby sell, assign, and transfer unto Alveolus, Inc (hereinafter "ALVEOLUS"), a for-profit North Carolina Corporation, and to its legal representatives, successors, and assigns, my full exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to the Invention as described in the above Application and in and to any patent application relating directly or Indirectly to the Invention, and all Letters Patent, or national equivalents thereof, that may hereafter be granted, and all divisions, renewals, continuations in whole or in part, substitutions, conversions, relssues, prolongations, reexaminations, and extensions thereof; and

The Invention, Patent Applications, and Letters Patent are to be held and enjoyed by ALVEOLUS for its own use, and by its successors and assigns, to the end of the term for which Letters 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, which includes but is not limited to all rights to sue and recover for past infringement and wrongful uses thereof, and authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Invention to ALVEOLUS, its successors and assigns, in accordance with the terms of this Assignment; and Assignor hereby further covenants that Assignor has the full right to convey the Interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does further hereby agree to provide all reasonable aid to ALVEOLUS in the making and prosecuting of any application for other Letters Patent that ALVEOLUS may wish to make covering the Invention claimed in the Patent Application and in vesting in ALVEOLUS like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent in similar proportion. Assignor hereby agrees that Assignor will similarly aid ALVEOLUS in the prosecution of any interference that may arise involving any application for Letters Patent herein contemplated and that Assignor will execute and deliver to ALVEOLUS any and all additional papers that may be reasonably requested by ALVEOLUS to fully carry out the terms of this Assignment. Moreover, Assignor shall render the above-referenced assistance without additional compensation but at no personal expense to him.

STATE OF NORTH CAROLINA )
) ss
COUNTY OF MECKLENBURG )

Before me personally came Eric K. Mangiardi, to me known to be the Assignor in the above assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the 9 day of Jaruary, 2002. 2003

Notary Public for NECL

My Commission Expires:

RECORDED: 05/17/2005 RECORDED: 02/08/2017 PATENT
REEL: 0162481ERAME: 0277
REEL: 041206 FRAME: 0621