

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4333575

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MEDTECH PRODUCTS, INC.	02/03/2017
RECEIVING PARTY DATA		
Name:	HAYLOFT ENTERPRISES, INC.	
Street Address:	THREE MILL ROAD, SUITE 202	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19806	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7658193	
Patent Number:	8316859	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	302-893-0048	
Email:	pat@rogowskilaw.com	
Correspondent Name:	PATRICIA SMINK ROGOWSKI	
Address Line 1:	501 SILVERSIDE ROAD, SUITE 11	
Address Line 2:	ROGOWSKI LAW LLC	
Address Line 4:	WILMINGTON, DELAWARE 19809	
ATTORNEY DOCKET NUMBER:	0697.5002	
NAME OF SUBMITTER:	PATRICIA SMINK ROGOWSKI	
SIGNATURE:	/Patricia Smink Rogowski/	
DATE SIGNED:	03/23/2017	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 3rd day of February, 2017, by and between Medtech Products, Inc. (the "**Assignor**"), a Delaware corporation having its primary place of business at 660 White Plains Road #250, Tarrytown, NY 10591, and Hayloft Enterprises, Inc., doing business as BPG International (the "**Assignee**"), a Delaware corporation having its primary place of business at 3 Mill Road, Suite 202, Wilmington, DE 19806, (collectively the "**Parties**").

WHEREAS, Assignor owns U.S. Patent 7,658,193, entitled "Interocclusal Appliance and Method," and U.S. Patent 8,316,859, entitled "Interocclusal Appliance and Method" (collectively the "**Patents**"); and

WHEREAS, Pursuant to the Parties' Agreement For Option With A First Right to Refusal dated September 1, 2015, Assignee now wishes to exercise its Option to acquire all right, title, and interest in the Patents, and Assignor also wishes to sell its interest in the Patents to Assignee in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and its successors and assigns, all right, title, and interest in and to the Patents including (i) all rights to sue for past, present, and future infringements of the Patents and all rights to recover for past, present, and future infringements of the Patents, including any and all rights to any accrued, not yet accrued, present, or future infringement causes of action, and the right to recover any and all past, present, and future damages and seek any other relief for past, present, or future acts of infringement of the Patents and (ii) any previous licenses granted to others relating to the Patents, as well as (iii) any reexaminations, extensions, and reissues of the Patents. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title, and interest in the Patents to Assignee.
2. **Payment.** In consideration of the assignment of the Patents pursuant to this Agreement, and of the promises and covenants contained herein, and in addition to other good and valuable consideration, the sufficiency of which is acknowledged herein, Assignee shall pay Assignor \$15,000 and allow Assignor to receive all royalties payable under any pre-existing licensing agreements between Assignor and third parties, effective upon execution of this Agreement.
3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and

- iii) that to the best of Assignor's knowledge, the Patents are valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patents subsequent to the date of this Agreement.
4. **Patent Status.** Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patents are invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. **Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patents and in enforcing any and all protections or privileges deriving from the Patents. When requested, Assignor will: (a) execute, acknowledge, and deliver any requisite affidavits and documents of assignments and conveyance; (b) help Assignee as needed to aid in the enforcement and defense of the Patents; (c) provide assistance and testimony, in connection with any proceeding pertaining in any way to any of the Patents, with Assignee to reimburse Assignor for Assignor's out of pocket expenses; and (d) perform any other acts deemed necessary by Assignee to carry out the purposes of this Agreement.
6. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles, and venue shall be proper in the federal and state courts of Westchester County, New York.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:
- | | |
|-----------------|--|
| If to Assignor: | MEDTECH PRODUCTS, INC.
660 White Plains Road # 250
Tarrytown, NY 10591 |
| If to Assignee: | HAYLOFT ENTERPRISES, INC.
3 Mill Road, Suite 202
Wilmington, DE 19806 |
10. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee as it relates to the assignment of the Patents, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement as it relates to the assignment of the Patents. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR



Signature

William P. Paul, General Counsel

Print Name

State of New York)

County of Westchester)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William P. Paul personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act on behalf of Medtech Products, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of February, 2017.



Signature of Notary Public

(Seal)

RICHARD D. WEISS
Notary Public, State of New York
No. 65-665632
Qualified in Westchester County
Commission Expires 5/31/19

Richard D. Weiss

Printed Name of Notary

My commission expires on May 31, 2019.

~~ASSIGNEE~~

Frank M Lesnick

Signature

Frank M Lesnick

Print Name

State of PA

County of Delaware

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank M Lesnick personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act on behalf of Hayloft Enterprises, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of February 2017.

Sandra Lee Cox

Signature of Notary Public

(Seal)

Sandra Lee Cox

Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sandra Lee Cox, Notary Public
Media Boro, Delaware County
My Commission Expires Nov. 30, 2018

My commission expires on 11-30-2018, 2017.