

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4392587

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOTERA WIRELESS, INC.	04/06/2017
RECEIVING PARTY DATA		
Name:	ZOLL MEDICAL CORPORATION	
Street Address:	269 MILL ROAD	
City:	CHELMSFORD	
State/Country:	MASSACHUSETTS	
Postal Code:	01824	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	9408573	
Application Number:	14826861	
CORRESPONDENCE DATA		
Fax Number:	(617)523-1231	
<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:	617-570-1000	
Email:	mbreault@goodwinlaw.com, patentbos@goodwinlaw.com	
Correspondent Name:	GOODWIN LAW LLP-PATENT ADMINISTRATOR	
Address Line 1:	100 NORTHERN AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	SOTERA-ZOLL	
NAME OF SUBMITTER:	JOEL E. LEHRER	
SIGNATURE:	/Joel E. Lehrer/	
DATE SIGNED:	05/01/2017	
Total Attachments: 7		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is made effective as of April 6, 2017, by and between Sotera Wireless, Inc., a California corporation, and having a usual place of business at 10020 Huennekens Street, San Diego, CA 92121 (“Sotera Wireless”), Sotera Research, Inc., a Delaware corporation, and having a usual place of business at 10020 Huennekens Street, San Diego, CA 92121 (“Sotera Research”, and together with Sotera Wireless, each, an “Assignor” and collectively, the “Assignors”) and ZOLL Medical Corporation, a Massachusetts corporation, and having a usual place of business at 269 Mill Road, Chelmsford, MA 01824 (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 24, 2017 (the “Purchase Agreement”), pursuant to which Assignors transferred, sold and conveyed to Assignee certain assets of Assignors, including the Inventions and Patent Rights;

WHEREAS, Assignors possess certain rights in and to the patents and patent applications (and patents issuing on such applications) that are listed in Schedule 5.8(a) of the Purchase Agreement under the heading “Patents assigned to Parent by RMI and to be Assigned by Parent to Purchaser” and included in the Acquired Intellectual Property Rights, a list of such patents and patent applications attached hereto for reference only as Exhibit A (collectively, the “Patent Rights”), and the invention(s) described and/or claimed in the Patent Rights (the “Inventions”);

WHEREAS, Assignors now wish to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignors; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, the following:

a. Assignor’s entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor’s entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal

representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment; Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein; and

b. (i) any rights to sue and recover damages for past and future infringements of Assignor's rights in the Patents Rights and the Inventions and (ii) any rights to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other jurisdiction in connection therewith.

2. Recordation and Further Actions. Each Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument. Each Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue the Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

3. Terms of the Asset Purchase Agreement. Nothing in this Assignment express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. 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 shall govern.

4. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principle provisions.

5. Miscellaneous. Multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and each Assignor. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns and other legal representatives and will be binding upon each Assignor, its successors, assigns and other legal representatives.

[Signature Pages Follow.]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:

SOTERA WIRELESS, INC.

By: Tamara J. [Signature]
Name: Watlington
Title: CEO

On this ____ day of _____, 2017, before me, a Notary Public, appeared _____, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:

SEE ATTACHED
COMMISSION # 2090207
EXP NOV 16, 2018

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:

SOTERA RESEARCH, INC.

By: Tamara J. [Signature]
Name: Watlington
Title: CEO

On this ____ day of _____, 2017, before me, a Notary Public, appeared _____, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:

SEE ATTACHED
COMMISSION # 2090207
EXP NOV 16, 2018

[Signature Page to Patent Assignment Agreement]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

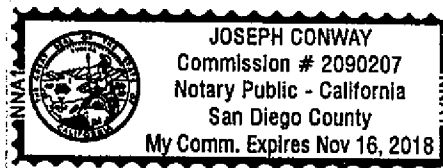
On APRIL 4, 2017 before me, Joseph Conway, Notary Public,
(here insert name and title of the officer)

personally appeared THOMAS WATLINGTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

PATENT ASSIGNMENT AGREEMENT
(Title or description of attached document)

SOTERA WIRELESS
(Title or description of attached document continued)

Number of Pages 5 Document Date / /

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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State of California

County of San Diego

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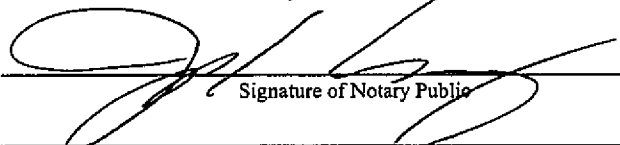
On APRIL 4, 2017 before me, Joseph Conway, Notary Public,
(here insert name and title of the officer)

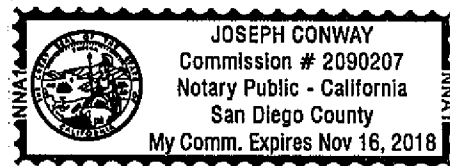
personally appeared THOMAS WATLINGTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

PATENT ASSIGNMENT AGREEMENT
(Title or description of attached document)

SOTERA RESEARCH
(Title or description of attached document continued)

Number of Pages 5 Document Date / /

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

IN WITNESS WHEREOF, ASSIGNEE has caused this Assignment to be executed by its duly authorized representative on the date set forth below.

ASSIGNEE:

ZOLL MEDICAL CORPORATION

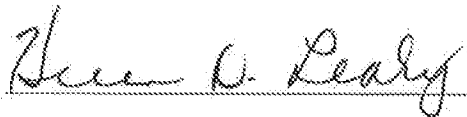
By: 

Name: Jonathan A. Lemert

Title: CEO

On this 3rd day of April, 2017, before me, a Notary Public, appeared Jonathan A. Lemert who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:





[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 042195 FRAME: 0299

Exhibit A

Patent Rights

<u>Patent</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Issue Date</u>	<u>Application Date</u>
Patient Interface for Reusable Optical Sensor	9,408,573	13/570,939	8/9/2016	August 9, 2012
Patient Interface for Reusable Optical Sensor	N/A	14/826,861	N/A	August 14, 2015