504365752 05/12/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4412444

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYAN	ANCE: ASSIGNMENT		
CONVEYING PARTY DA	ATA		
		Name	Execution Date
LISA JENNINGS			08/09/2016
JONATHAN MCCANLES	S		08/08/2016
BRIAN BEST			08/09/2016
TIMOTHY FABIAN			08/08/2016
MICHAEL COLE			08/09/2016
RECEIVING PARTY DA	ТА		
Name:	ARISTE	MEDICAL, LLC	
Street Address:	20 S. D	UDLEY STREET	
Internal Address:	SUITE 9	900	
City:	MEMPH	lis	
State/Country:	TENNE	SSEE	
	38103-4909		
Postal Code:	38103-4	1909	
PROPERTY NUMBERS			
	Total: 1	Number 15457310	
PROPERTY NUMBERS Property Type Application Number: CORRESPONDENCE DA Fax Number: Correspondence will be	Total: 1	Number	
PROPERTY NUMBERS Property Type Application Number: CORRESPONDENCE DA Fax Number: Correspondence will be using a fax number, if p Phone: Email: Correspondent Name:	Total: 1	Number 15457310 (650)493-6811 <i>the e-mail address first; if that is unsucces</i> <i>; if that is unsuccessful, it will be sent via</i> (550-493-9300 <farrell@wsgr.com WILSON SONSINI GOODRICH & ROSATI</farrell@wsgr.com 	
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	PATENT ASSIGNMENT		Docket Number 36511-702.831	
WHEREAS, the undersigned				
 JENNINGS, Lisa Memphis, TN 	 McCANLESS, Jonathan Memphis, TN 	3. BEST, Brian Oakland, CA	 FABIAN, Timothy Memphis, TN 	
5. COLE, Michael Boulder, CO				
(hereinafter "Inventor(s))," h	ave invented certain new and useful impro-	vements in		
	POLYMER COATING COM	POSITIONS AND COATED I	PRODUCTS	

for which application serial number <u>14/439,650</u> was filed on <u>April 29, 2015</u> in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ARISTE MEDICAL, LLC</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>20 S. Dudley Street</u>, <u>Suite 900</u>, <u>Memphis. TN</u> <u>38103-4909</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 09 Aug 2016	Lach Contraction	Date:	Jonathan McCanless
Date:	Brian Best	Date:	Timothy Fabian
Date:	Michael Cole		

PATENT	ASSIGNMENT

Docket Number 36511-702.831

WHEREAS, the undersigned:

1. JENNINGS, Lisa Memphis, TN McCANLESS, Jonathan Memphis, TN 3. BEST, Brian Oakland, CA 4. FABIAN, Timothy Memphis, TN

5. COLE, Michael Boulder, CO

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

POLYMER COATING COMPOSITIONS AND COATED PRODUCTS

for which application serial number 14/439.650 was filed on <u>April 29, 2015</u> in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ARISTE MEDICAL, LLC</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>20 S</u>, <u>Dudley Street</u>, <u>Suite 900</u>, <u>Memphis, TN</u> <u>38103-4909</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignce:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of pertitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventious and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:	Lisa Jennings	Date:	Jonathan McCanless
Date: 8 9 2016	Brian Best	Date:	Timothy Fabian
Date:	Michael Cole		

	PATENT ASSIGNMENT		Docket Number 36511-702.831
WHEREAS, the undersigned:			
 JENNINGS, Lisa Memphis, TN 	 McCANLESS, Jonathan Memphis, TN 	3. BEST, Brian Oakland, CA	4. FABIAN, Timothy Memphis, TN
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herein, and in and to all embod hereinafter collectively referre n the United States, foreign co	agnee"), is desirous of acquiring the entir diments of the inventions, heretofore con ed to as "Inventions"), and in and to any a	re right, title and interest in and ceived, made or discovered, wand all patents, inventor's certif ntion, agreement, protocol, or	iness at 20 S. Dudley Street, Suite 900, Memphis, TN I to said Application(s), and the inventions disclosed hether jointly or severally, by said Inventor(s) ficates and other forms of protection thereon granted treaty, including those filed under the Paris einafter "Patent(s)").
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ght, title and interest herein co operation by said Inventor(s) pecifications, declarations or c assignee the right, title and into ivisional, continuing or addition of or interference or other prion herefor and any Patent(s) gram- riority contests, public use pro-	onveyed in the United States, foreign cou shall include prompt production of perti- other papers, and other assistance all to the erest herein conveyed; (b) for prosecution onal applications covering said Inventior ority proceedings involving said Invention ted thereon, including without limitation	intries, or under any internation inent facts and documents, giving e extent deemed necessary or g any applications covering sai (d) for filing and prosecuting ms; and (f) for legal proceeding reissues and reexaminations, c	hable said Assignee to enjoy to the fullest extent the nal convention, agreement, protocol, or treaty. Such ng of testimony, execution of petitions, oaths, desirable by said Assignee (a) for perfecting in said d Inventions; (c) for filing and prosecuting substitute, g applications for reissuance of any said Patent(s); gs involving said Inventions and any applications poposition proceedings, cancellation proceedings, hat reasonable expenses incurred by said Inventor(s)
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Date: Lisa	a Jennings	Date: 08/44620/1	Jonathan McCanless
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Date:	Lisa Jennings	Date:	Jonathan McCanless
Date:	Brian Best	Date:	Timothy Fabian
Date: 9 August 2016	Michael Cole Michael Cole		

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WHEREAS, the undersigned:			
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Date:		Date:		
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Date:	- Brian Best	Date: 8/8/16	Timothy Patria	
0	DINH DEM		Composity Fabian	
Date:	Michael Cole			
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RECORDED: 05/12/2017