

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4431048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID A. BLANTON	05/25/2017
CHARLES P. HOWARD	05/25/2017
RECEIVING PARTY DATA	
Name:	MGC DIAGNOSTICS CORPORATION
Street Address:	350 OAK GROVE PARKWAY
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55127
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15605085
CORRESPONDENCE DATA	
Fax Number:	(612)349-6556
<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:	612.339.7461
Email:	barbara.davis@nm-iplaw.com
Correspondent Name:	NIKOLAI & MERSEREAU, P.A.
Address Line 1:	900 SECOND AVENUE SOUTH
Address Line 2:	SUITE 1550
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	20160130.ORI
NAME OF SUBMITTER:	THOMAS J. NIKOLAI
SIGNATURE:	/Thomas J. Nikolai/
DATE SIGNED:	05/25/2017
Total Attachments: 6	
source=Assignment#page1.tif	
source=Assignment#page2.tif	
source=Assignment#page3.tif	
source=Assignment#page4.tif	

source=Assignment#page5.tif

source=Assignment#page6.tif

ASSIGNMENT

WHEREAS, I, DAVID A. BLANTON, a citizen of the United States of America, residing at 2505 Lalatta Lane, Humboldt, TN 38343, am the inventor of that certain invention disclosed and claimed in an application for United States Letters Patent executed by DAVID A. BLANTON on May 25, 2017, and entitled "SOLENOID CONTROLLED RESPIRATORY GAS DEMAND VALVE"; and

WHEREAS, MGC DIAGNOSTICS CORPORATION, a Minnesota corporation, having its principal office located at 350 Oak Grove Parkway, St. Paul, MN 55127, is desirous of acquiring the said invention and any and all patents of any and all countries which may be granted on said invention.

NOW, THEREFORE, Be It Known that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by said MGC DIAGNOSTICS CORPORATION and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, DAVID A. BLANTON, have sold, assigned and transferred, and do hereby sell, assign and transfer unto said MGC DIAGNOSTICS CORPORATION the entire right, title, and interest, both legal and equitable, in and to the said above identified invention for all countries, in and to the same above identified application for patent, and in and to any and all patents of any and all countries which may be granted on said invention; and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue, in accordance with this Assignment, any and all patents which may be granted on the above identified application or on the invention therein disclosed.

Signed at Humboldt, TN, this 25th day of May, 2017.

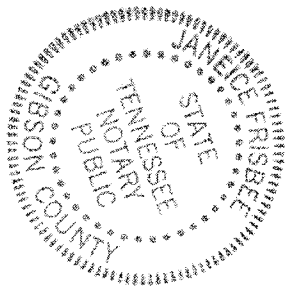
 (1)

David A. Blanton
2505 Lalatta Lane
Humboldt, TN 38343

STATE OF TENNESSEE)
) ss
COUNTY OF Gibson)

On this 25th day of May, 2017, before me, a Notary Public for and within the County aforesaid, personally appeared DAVID BLANTON to me known to be the person described in the foregoing Assignment, and he acknowledged to me that he executed the same as his free act and deed.

(Seal)



Janice Frisbee
Notary Public
Commission expires - 5-11-2021

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is between MGC Diagnostics, 350 Oak Grove Parkway, St. Paul, MN 55127 ("Company") and PDW, LLC ("PDW"), a Tennessee limited liability company having a principal place of business at 26 Leewood Drive, Humboldt, TN 38343, which agrees to provide ongoing product design and engineering services through its member Charles Peter Howard ("Howard"), and Howard, as an individual. This Agreement will become effective on April 1, 2016, and will continue in effect unless terminated in accordance with Paragraph 8(2).

A. OBLIGATIONS OF CONTRACTOR

1. PDW and Howard acknowledge that neither of them is an employee, agent, joint venturer or partner of the Company and nothing in this Agreement shall be interpreted or construed as creating an employment relationship with Howard. Howard is not entitled to participate in any Company benefit plans nor is he entitled to any employee benefits of the Company.
2. PDW agrees to comply with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security and disability.
3. Howard, for a period of one (1) year after the termination of this Agreement, regardless of the reason for termination, will not, without written permission from the Company, directly or indirectly, be employed by any business that directly competes with the Company's cardio-respiratory diagnostics field and requires a physician prescription/signature (herein referred to as the "Field"); but this paragraph is subject to the subsequent provisions of this Agreement regarding PDW's right to develop innovations and patents with a right of first refusal for a license with Company.
4. Howard makes no claim to the physical assets purchased by Company and listed in Addendum A that resides in Howard's possession. The Company agrees that Howard and PDW may use these assets, on his own time, without any payment to Company therefore, using his own materials and supplies, for any projects outside the Company's Field.
5. PDW will protect Company's Confidential Information that constitutes research and development plans or projects, data and reports; computer materials such as programs, instructions, financial business information, inventions, product testing information; current and potential customer information.
6. PDW will assign to Company any patent(s) arising from current projects, specifically:
 - Demand Valve System (Electronic Spiracle, SOPSI delivery systems)
 - Simple DLCO
 - Transient Humidity Measurement in Cardio-Respiratory Diagnostic Testing
 - Mainstream and side stream development of a laser based sensor for the analysis of human breath
7. PDW will be responsible for filing patent protection on any intellectual property, inventions or discoveries outside of the Company's Field.

8. PDW is free to invent, make new discoveries, patent, trademark, or license new technologies and develop any products. Company will not restrict Howard nor PDW from developing and marketing innovations for use in the health, fitness and other markets outside the Company's Field.

9. PDW will offer the Company the Right of First Refusal to negotiate a license, the terms and royalties of which are to be mutually agreed upon, on any invention or discovery that might be applicable to the Company's Field including discovery, development and marketing of innovations for the use in the field of health and fitness. However, the Company will have up to 90 days to exercise their Right of First Refusal and an additional 90 days to negotiate in good faith a licensing agreement. In the event that a license is unable to be negotiated in good faith between the two parties within the total 180-day period, PDW or any company with whom it has partnered with will be free to operate in any market. PDW agrees not to license the invention or discovery to a third party on terms more favorable than those last offered to the Company for one year after the date the right of first refusal is given to Company.

10. Mr. Howard acknowledges that he has no rights to any patented inventions by him that are currently in force and assigned to the Company or to any third party to which the Company may have granted a license, such as LTF Club Operations.

B. OBLIGATIONS OF COMPANY

1. The Company will issue an Internal Revenue Service Form 1099 with respect to Contractor's fees. The Company agrees to pay PDW a project rate of \$70.00/hour and cover all approved out of pocket and travel expenses that might arise in the course of business.

2. The Company will provide a conflict of interest waiver allowing PDW to use the legal services of Nikolai & Mersereau patent attorneys if so desired.

C. INDEMNIFICATION Each party will indemnify, defend and hold harmless the other party and each of their respective officers, directors, agents, owners and employees, against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with either party's grossly negligent acts or omissions under this Agreement. Each party will provide prompt and written notice of any such claim to the other party and will cooperate in the defense of the claim.

D. GENERAL PROVISIONS

1. This Agreement is to be governed by and construed in accordance with the laws of the State of Minnesota. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Minnesota.

2. Either party shall have the right to terminate this Agreement upon thirty days prior written notice to the other party. Upon termination, all obligations of PDW to provide services to Company on an ongoing basis shall terminate, but the confidentiality, intellectual property and right of first refusal provisions hereof shall continue in full force and effect.



3. PDW reserves the right to assign all of its rights and obligations hereunder to Howard, in its discretion and at its option.

4. The Agreement of the parties herein does not include any terms or provisions for the use of the Tennessee laboratory operation and its use by Blanton Engineering, and the parties agree to negotiate such additional agreement regarding these terms in good faith within 30 days hereof, which shall include provisions regarding insurance, payment of expenses, supplies and services.

COMPANY

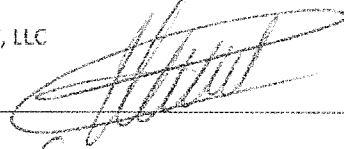
MGC Diagnostics

By: 

Its: CEO 1 Apr 2016

CONTRACTOR

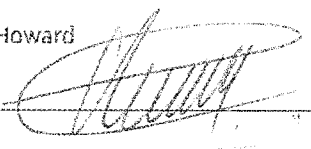
PDW, LLC

By: 

Its: SOLE MEMBER 04.01.16

CONTRACTOR

Peter Howard

By: 

Its: _____

ADDENDUM A
PDW & MGC Diagnostics

Hans Rudolph DLCO Simulator	Serial # 556-221
GPR Power Supply 3510-HD	Serial # E913287
HP 34401 Multimeter	MGC 00400
HP Function Generator 33120A	MGC FAS 1128
Kenwood Power Supply PR18-3A	Serial # 120007
Wavetek Function Generator Model 19	Serial # 051372
Bristol Wavelength Meter Model 521	MGC FAS 1130
AmRel Power Supply LPS-105	Serial # 955217
TopWard Power Supply 6303A	Serial # 4300-075
Hitachi Oscilloscope V-222	Serial # 9067123
AmRel Power Supply PPS18-40	MGC 301023 (Angeion)
Tektronix Oscilloscope TDS-360	Serial # B014590
Mantis Vision Viewer	# MCID 337047
Helium Neon Laser Model HNL 8008L	Serial # P917865
Dell Latitude E5440	MGC 03670
Dell Latitude D600	MGC 03445
Dell Latitude D620	Serial # 3934954513
Dell OptiFlex All-in-One Computer	Serial # 6P108Y1
Dell OptiFlex All-in-One Computer	Serial # 2K35N22
4-Channel TEW 3061 Chart Recorder	Med Graphics 00364
Tormach CNC 1100 Mill	MGC FA51143
Tormach 4 th Axis Compound Table	Serial # 6106 (Purchased with the 1100)
GMC Air Compressor Model 4610	Serial # SY4610001237 (Purchased with the 1100)
Heavy Duty Arbor Press Model # 3	
Delta Bandsaw Model 28-195	Serial # R98100 (AeroSport)
Delta Grinder Model # 23880	Serial # P9051 (AeroSport)
Belt Sander Model TBDS-18	No Serial # (AeroSport)
BridgePort Series 1 Mill	Serial # 89495 (AeroSport)
Engine Lathe Shun Shin 993-1236	Serial # 4161756 (AeroSport)
US General Tool Cabinets (2)	Purchased 2015
Machine Tool Cabinet	Purchased 2013
Just Rite Parts Cleaner Model 27063	Purchased 2015
Baldor Buffer Model 111	Serial # B1407290061 (Purchased 2015)
DeWalt ChopSaw DW872	Serial # 403759 (Purchased 2015)
Parts Tumbler Thumbler's Model 4	Purchased 2015