

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4491583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HEMALUX TECHNOLOGIES, LLC	05/12/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DBL TECHNOLOGIES, LLC	
<b>Street Address:</b>	3912 SOUTH OCEAN BOULEVARD	
<b>Internal Address:</b>	#604	
<b>City:</b>	HIGHLAND BEACH	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	33487	
<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9474844	
<b>Patent Number:</b>	9265876	
<b>Patent Number:</b>	8883409	
<b>Application Number:</b>	61744386	
<b>Application Number:</b>	13969543	
<b>Application Number:</b>	13975419	
<b>Application Number:</b>	14098052	
<b>Application Number:</b>	14101684	
<b>PCT Number:</b>	US1355488	
<b>PCT Number:</b>	US1356607	
<b>PCT Number:</b>	US1467123	
<b>PCT Number:</b>	US1556558	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(970)224-3175	
<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>		
<b>Phone:</b>	9702243100	
<b>Email:</b>	bhoback@idea-asset.com	
<b>Correspondent Name:</b>	SANTANGELO LAW OFFICES, PC	
<b>Address Line 1:</b>	125 S HOWES	

PATENT

<b>Address Line 2:</b>	3RD FLOOR
<b>Address Line 4:</b>	FORT COLLINS, COLORADO 80521

<b>ATTORNEY DOCKET NUMBER:</b>	DBL-GENERAL
<b>NAME OF SUBMITTER:</b>	LINDSEY SPALLONE
<b>SIGNATURE:</b>	/Lindsey Spallone/
<b>DATE SIGNED:</b>	07/06/2017

**Total Attachments: 6**

source=2017-07-06-Assignment-final-Ins#page1.tif  
source=2017-07-06-Assignment-final-Ins#page2.tif  
source=2017-07-06-Assignment-final-Ins#page3.tif  
source=2017-07-06-Assignment-final-Ins#page4.tif  
source=2017-07-06-Assignment-final-Ins#page5.tif  
source=2017-07-06-Assignment-final-Ins#page6.tif

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the 12th day of May, 2017 (the "Effective Date") by and between Hemalux Technologies, LLC, a Colorado limited liability company whose principal business address is 3209 Huckleberry Way, Loveland, Colorado 80538 ("Assignor") and DBL Technologies, LLC, a Florida limited liability company whose principal business address is 3912 South Ocean Boulevard #604, Highland Beach, Florida 33487 ("Assignee").

### RECITALS

WHEREAS, Assignor is the owner of the entire right, title, and interest in the United States patents and the applications for patent of the United States and otherwise, as including but not limited to those listed on Exhibit A hereto and made a part hereof by this reference and all related and now or hereafter issued or filed patents, reissues, divisionals, continuations, continuations-in-part and/or any foreign patent application filings and any foreign patent grants (the "Patents"), and all trade secrets, know how, and other intellectual property that Assignor owns, is in any way related to the technology of the Patents, or that is in any way related to: blood, blood treatments or devices, pathogens in or of blood, UV irradiating blood, or heat transfer for blood (the "Non-Patent Rights") (the Patents and the Non-Patent Rights are collectively the "Hemalux Technology"); and

WHEREAS, Assignee desires to secure, and Assignor is willing to grant, a total and complete assignment of any and all right, title, and interest, both in the United States and abroad, of the Patents, all Non-Patent Rights, and any other proprietary or ownership rights, in and to the Hemalux Technology;

NOW THEREFORE, in consideration of the mutual covenants, promises, undertakings and benefits of the parties set forth herein, for US \$ 2,500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE ONE REPRESENTATIONS AND WARRANTIES

Assignor warrants that:

- A. It has the authority to assign all right, title, and interest originated now or hereafter by, for, or arising from it involving the Hemalux Technology;
- B. It has conveyed no right, title, or interest in the Hemalux Technology to any party other than Assignee;
- C. To the extent Assignor or its members conducted any efforts relevant to the creation or ownership of any rights to the Hemalux Technology under, on behalf of, or through any individual, officer, member, owner, entity or assumed name, it has the authority to act as agent for such an entity and to fully transfer such rights; and
- D. At the time of signing this Assignment, it neither knows nor has reason to know of any outstanding right, title, or interest in the Hemalux Technology inconsistent with a full assignment of rights to Assignee.

### ARTICLE TWO ASSIGNMENT OF RIGHTS

The Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Assignee the entire right, title, and interest in and to the Hemalux Technology, including, but not limited to:

- A. all such worldwide rights to make, use, sell, and offer for sale the Hemalux Technology;
- B. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Hemalux Technology, including, but not limited to: all rights to all patents and patent applications listed in Exhibit A, all rights to make any claim for any priority to which such applications may be entitled, all rights to any continuing application(s), divisional application(s), substitution application(s), continuation application(s), continuation-in-part application(s), national phase application(s), regional phase application(s), foreign application(s), and all patents which may be granted thereon, and all reissues, extensions, or other rights related thereto;
- C. all related rights involving the Hemalux Technology in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Hemalux Technology under any foreign government or foreign laws;
- D. all rights to any documents, notes, and evidence regarding any aspect of the Hemalux Technology;
- E. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general; and
- F. all rights to transfer, pursue, abandon, sub-assign, further assign, license, and otherwise deal with the Hemalux Technology completely as Assignee's own property.

### ARTICLE THREE NON-CONTRADICTION BY ASSIGNOR

Assignor represents, agrees, and covenants that it has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to Assignee. Further, Assignor warrants that other than rights of Assignee, it maintains the entire right, title, and interest in and to the Hemalux Technology as may exist and has made no conveyance of any rights whatsoever to any other party. Assignor also covenants that it will promptly and continuously inform Assignee of any articles, patents, or other references or prior art of which it becomes aware which may be material to the assessment of patentability of the Hemalux Technology.

### ARTICLE FOUR CONTINUING OBLIGATIONS OF ASSIGNOR

Assignor further covenants and agrees that it will communicate to Assignee any facts known to it respecting any improvements involving or in any way related to the Hemalux Technology, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee to obtain and enforce full protection and title in and to said Hemalux Technology in all countries without further consideration but at the expense of Assignee.

### ARTICLE FIVE COMPREHENSIVENESS OF ASSIGNMENT

Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to Assignee of the entire right, title, and interest in and to the Hemalux Technology, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Hemalux Technology, and including but not limited to all patents and applications listed in Exhibit A, and to any division, substitution, continuation, continuation-in-part, national phase, or regional phase, of such

applications, all related access rights involving the Hemalux Technology in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Hemalux Technology under any foreign government or foreign laws, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Hemalux Technology in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Hemalux Technology; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Hemalux Technology. Assignor also further covenants and agrees that it will sign all lawful papers, consents, and generally do everything possible to aid Assignee in prosecuting such applications, in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Hemalux Technology, as provided above.

#### **ARTICLE SIX CONFIDENTIALITY OBLIGATIONS**

Assignor recognizes and agrees on its behalf and on behalf of each of its officers, members, and owners that all of its non-public knowledge and information shall be considered confidential, whether labelled as such or not, whether disclosed before or after entering into this Assignment, whether of a technical, business, or legal nature including but not limited to any aspects relevant to any prosecution of a patent application in any country, and whether discovered by explicit disclosure or mere inspection of any item or facility. In addition, it is agreed that non-public details of the Hemalux Technology and its associated non-public technical information represent trade secrets and may become subject to patent, trademark, or other additional proprietary protection. In recognition of such existing and potential proprietary rights which exist or may be obtained, Assignor agrees to take all reasonable steps to maintain, continue, and protect the secrecy of such as it may possess. Assignor agrees not to hereafter utilize, exploit, or incorporate any of the information for its own benefit directly or indirectly except as expressly agreed by Assignee in writing.

#### **ARTICLE SEVEN APPOINTMENTS**

Assignor grants the firm of Santangelo Law Offices, P.C., or its successors in representation, and any other person involved in any application or other filing or prosecution in any way related to the Hemalux Technology the power to insert on this Assignment or any other document, including but not limited to those indicated in Exhibit A, any further identification which may be necessary or desirable such as to indicate filing information or to comply with the rules of the United States Patent and Trademark Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of any of the above-identified patents or patent applications, including but not limited to any and all items listed in Exhibit A. Further, in the event the Assignor is deemed legally dissolved with no authority to further act, the Assignor hereby appoints the Assignee to act as its then attorney in fact to act on Assignor's behalf without notice to Assignor, to take any actions, execute any documents, and evidence any transfers, each with respect to any rights in the Hemalux Technology or any aspect of it.

#### **ARTICLE EIGHT DURABILITY AND ENFORCEABILITY**

This Assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office and elsewhere. In the event any provision of this Assignment is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Assignment shall remain in full force and effect.

#### **ARTICLE NINE DISPUTE RESOLUTION**

This Assignment and all transfers of rights related to the Hemalux Technology shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they

supersede state law. In the event any claim or controversy arises under this Assignment or the parties' relationship or involving any aspect of the parties' involvements with any aspect of the Hemalux Technology, the parties agree to exclusively submit any such controversy or claim to confidential, binding arbitration in Larimer County, Colorado by a single licensed patent attorney having at least five years patent prosecution experience. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) and applicable law modifiable by the arbitrator: a) to provide for the minimal amount of discovery and other pre-hearing procedures consistent with a fair resolution of the dispute, and b) to endeavor for the dispute to be resolved within 180 days of the arbitrator's appointment unless the arbitrator determines that justice requires otherwise, c) to avoid involvement or fees by the American Arbitration Association or other such oversight organization, and d) for considerations of fairness and expediency. For further efficiency, selection of the arbitrator shall be made promptly by two attorneys, one of which may be selected by each party; however to avoid delay, in the event the parties cannot agree on an arbitrator within one month, the Assignee may solely appoint the arbitrator. In the event either party institutes litigation or arbitration involving this agreement, unless exceptional circumstances require otherwise, the prevailing party shall be awarded its costs and reasonable attorneys' fees as part of any award. In the event any claim or controversy arises which is not subject to binding arbitration under this section, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado.

#### ARTICLE TEN MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Assignment shall constitute the entire agreement between the parties relative to the subject matter hereto, and any prior understanding or representation of any kind, whether made orally or in writing, preceding the date of execution of this Assignment first written above shall not be binding upon either party except to the extent incorporated into this Assignment. All headings used herein are solely for convenience of reference only and shall not affect the construction of any provision of this Assignment.

B. Amendments. Any modification of this Assignment or additional obligation assumed by either party in connection with this Assignment shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

C. Waiver. The failure of either party to this Assignment to insist upon the performance of any of the terms and conditions of this Assignment, or the waiver of any breach of any of the terms and conditions of this Assignment, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

D. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and be deemed sufficiently given if personally delivered in person or by overnight carrier or deposited in the United States mail, certified or registered and postage prepaid, if sent to the respective address of the other party as set forth herein above. Notices shall be deemed received and effective upon receipt in the case of physical delivery or overnight carrier and three (3) business days after deposit in the United States Mail in the case of mailing. The parties agree to advise the other party in writing pursuant to these provisions for notice in the event of any change of address within ten (10) business days of such change of address.

E. Relationship of the Parties. For all purposes and specifically with reference to the subject matter of this Assignment, the relationship of the parties shall be only that of Assignor and Assignee. Accordingly, under no circumstances shall this Assignment be construed as a partnership or joint venture between the parties hereto.

F. Binding Agreement. This Assignment shall inure to the benefit of all business enterprises now or later owned or controlled by Assignee, and shall be binding on Assignor and their respective members, managers, subsidiaries, successors, assigns, heirs and legal representatives.

G. Capacity. The parties, and each of them, represent and warrant that they have appropriate legal standing

and authority to enter into this agreement and their respective representatives executing this Assignment below are fully empowered to do so; the execution and performance of this Assignment and the transaction contemplated hereby have been duly and validly authorized and constitute binding obligations of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in multiple counterparts, which, when taken together, shall constitute a single instrument, by their respective representatives thereunto duly authorized, as of the day and year first written above.

ASSIGNOR:  
HEMALUX TECHNOLOGIES, LLC

By: [Signature]  
Title: Managing Member

Confirmed:

By: \_\_\_\_\_  
Title: Assignor Member

By: \_\_\_\_\_  
Title: Assignor Member

ASSIGNEE:  
DBL TECHNOLOGIES, LNC

By: [Signature]  
Title: Managing Member

Confirmed:

By: \_\_\_\_\_  
Title: Assignee Member

By: \_\_\_\_\_  
Title: Assignee Member

EXHIBIT A-LIST OF PATENTS AND PATENT APPLICATIONS

1. US Patent No. 9,474,844.
2. US Patent No. 9,265,876.
3. US Patent No. 8,883,409.
4. US Patent Application No. 61/744386.
5. US Patent Application No. 13/969543.
6. US Patent Application No. 13/975419.
7. US Patent Application No. 14/098052.
8. US Patent Application No. 14/099963.
9. US Patent Application No. 14/101684.
10. US Patent Application No. 14/521398.
11. US Patent Application No. 14/982861.
12. International Patent Application No. PCT/US13/055488.
13. International Patent Application No. PCT/US13/056607.
14. International Patent Application No. PCT/US14/067123.
15. International Patent Application No. PCT/US15/056558.