

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4576589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGG D SCHELLER	08/31/2017
MATTHEW N ZEID	09/12/2012
CRAIG MOORE	11/17/2011
RECEIVING PARTY DATA	
Name:	KATALYST SURGICAL, LLC
Street Address:	754 GODDARD AVENUE
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15692991
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>	
Email:	rollinskp@gmail.com
Correspondent Name:	KEVIN ROLLINS
Address Line 1:	701H TREESIDE COURT
Address Line 4:	CHESTERFIELD, MISSOURI 63017
ATTORNEY DOCKET NUMBER:	013 0481C
NAME OF SUBMITTER:	KEVIN ROLLINS
SIGNATURE:	/Kevin Rollins/
DATE SIGNED:	09/01/2017
Total Attachments: 10	
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**SETTLEMENT AGREEMENT
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made and entered into this ____ day of November, 2011, by and among Craig Moore, (hereafter "Moore"), on the one hand, and Katalyst Surgical, LLC ("Katalyst"), Katalyst Holdings, LLC ("Holdings") and Gregg Scheller ("Scheller"), on the other hand. Moore, Scheller, Katalyst and Holdings are collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, Moore was employed by Katalyst until his voluntary resignation effective October 31, 2011;

WHEREAS, the Parties desire to settle and resolve any and all claims and disputes between them amicably including but not limited to any such claims arising from Moore's employment and separation of employment from Katalyst and any claim that Moore has any ownership interest of any kind in Katalyst membership units (the "Membership Units");

WHEREAS, without any admission as to fault, wrongdoing or liability the Parties wish to forever resolve and compromise any and all claims any one of them may have against another of them subject to the terms and conditions set forth below;

WHEREAS, the parties have each been provided with a reasonable period of time in which to consider this Agreement and to consult with their attorneys concerning the settlement and this Agreement, and are entering into this Agreement voluntarily with full knowledge of its significance and effect; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

12. Invention Assignment. Moore hereby assigns to Katalyst without any further consideration except as provided for herein, Moore's entire right, title, and interest in and to each and every Subject Idea and Invention. Moore agrees to take all reasonable actions requested by Katalyst, at Katalyst's expense, to protect Katalyst's rights therein. Moore agrees to assist Katalyst, or its designee, at Katalyst's expense, in every proper way to secure Katalyst's rights in each and every Subject Idea and Invention and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Katalyst of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Katalyst shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Katalyst, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Subject Ideas and Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Moore further agrees that Moore's obligation to execute or cause to be executed, when it is in Moore's power to do so, any such instrument or papers shall continue indefinitely. If Katalyst is unable because of Moore's mental or physical incapacity or for any other reason to secure Moore's signature to apply for or to pursue any application of any United States or foreign patents or copyright registrations covering Subject Ideas and Inventions or original works of authorship assigned to Katalyst as above, then Moore hereby irrevocably designates and appoints Katalyst and its duly authorized officers and agents as Moore's agent and attorney in fact, to act for and in Moore's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Moore. As used herein, "Subject Ideas and Inventions" includes, without limitation, any and all ideas, process, trademarks, service marks, inventions, designs technologies, computer hardware or software, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, extensions, know-how, data rights and claims related to the foregoing, whether or not patentable, which were and are developed or created which: (i) relate to Katalyst's current or contemplated business or activities; (ii) relate to any Katalyst

EACH OF THE FOLLOWING INDIVIDUALS HAS READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT OF THEIR OWN FREE ACT AND DEED.

GREGG SCHELLER
Dated: November _____, 2011

Craig Moore

CRAIG MOORE
Dated: November 17, 2011

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

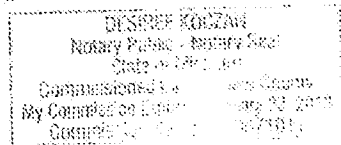
I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by **CRAIG MOORE**, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17 day of November, 2011.

Deshae Kozani

NOTARY PUBLIC

My Commission Expires:



STATE OF MISSOURI)
) SS:
COUNTY OF _____)

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Gregg Scheller, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release of All Claims as of the day and year first above written.

I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST SURGICAL, LLC AS THE FREE ACT AND DEED THAT COMPANY.

By: *William L. Bates*
Title: **Authorized Officer of Katalyst Surgical, LLC**
Dated: **November 17**, 2011

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by William L. Bates, as authorized officer of **KATALYST SURGICAL, LLC**, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of November, 2011.

Kimberly R. Schimweg
NOTARY PUBLIC

My Commission Expires:

KIMBERLY R. SCHIMWEG
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 19, 2014
Commission Number: 10902633

EACH OF THE FOLLOWING INDIVIDUALS HAS READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT OF THEIR OWN FREE ACT AND DEED.

GREGG SCHELLER
Dated: November 17, 2011

CRAIG MOORE
Dated: November _____, 2011

STATE OF MISSOURI)
)
COUNTY OF _____) SS:

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by CRAIG MOORE, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) SS:

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Gregg Scheller, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of November, 2011.

NOTARY PUBLIC

My Commission Expires:

KIMBERLY R. SCHIMWEG
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 19, 2014
Commission Number: 10902633

I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST HOLDINGS, LLC AS THE FREE ACT AND DEED OF THAT COMPANY.

By: [Signature]
Title: **Authorized Representative of Katalyst Holdings, LLC**
Dated: November 17, 2011

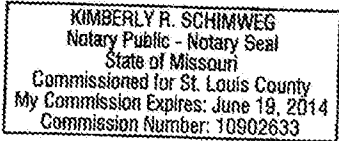
STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Gregg Scheller, as authorized representative of KATALYST HOLDINGS, LLC, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of November, 2011.

Kimberly R. Schimweg
NOTARY PUBLIC

My Commission Expires:



I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST HOLDINGS, LLC AS THE FREE ACT AND DEED OF THAT COMPANY.

By: [Signature]
Title: Authorized Representative of Katalyst Holdings, LLC
Dated: November 17, 2011

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Craig Scheller, as authorized representative of KATALYST HOLDINGS, LLC, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of November, 2011.

Kimberly R. Schimweg
NOTARY PUBLIC

My Commission Expires:

KIMBERLY R. SCHIMWEG
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 19, 2014
Commission Number: 10902633

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

Gregg D. Scheller (hereinafter, "Assignor"), who, having created a certain invention for which an application for United States Letters Patent entitled:

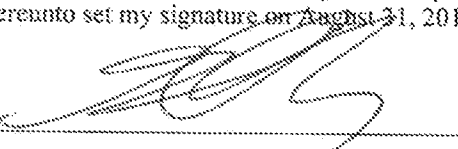
MICROSURGICAL HANDLE AND INSTRUMENT

for which the application for U.S. Letters Patent has been filed on August 31, 2017, as Application Serial No. 15/692,991, Do hereby sell, assign and transfer to Katalyst Surgical, LLC, a Missouri limited liability company, (hereinafter, "Assignees"), their successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

I authorize Assignees to apply for and receive Letters Patent for such protection in their own names, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignees, but without charge to Assignees, their successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignees, their successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignees, their successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignees, their successors, assigns and legal representatives; and

Covenant with said Assignees, their successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned. IN TESTIMONY WHEREOF, I have hereunto set my signature on August 31, 2017.

Signature of inventor: Gregg D. Scheller



Intellectual Property Assignment Agreement

THIS AGREEMENT is made this 12th day of September 2012 (the "Effective Date"), by and between Katalyst Surgical, LLC having a principal office at 754 Goddard Avenue, Chesterfield, MO 63005, hereinafter collectively referred to as the "Katalyst" and Matthew N. Zeid hereinafter referred to as "Employee."

In consideration of my employment with Katalyst, the sufficiency of which is hereby acknowledged, I hereby covenant and agree with Katalyst as follows:

Employee hereby assigns to Katalyst without any further consideration in addition to that provided for herein, Employee's entire right, title, and interest in and to each and every Subject Idea and Invention. Employee agrees to take all reasonable actions requested by Katalyst, at Katalyst's expense, to protect Katalyst's rights therein. Employee agrees to assist Katalyst, or its designee, at Katalyst's expense, in every proper way to secure Katalyst's rights in each and every Subject Idea and Invention and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Katalyst of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Katalyst shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Katalyst, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Subject Ideas and Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue indefinitely. If Katalyst is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application of any United States or foreign patents or copyright registrations covering Subject Ideas and Inventions or original works of authorship assigned to Katalyst as above, then Employee hereby irrevocably designates and appoints Katalyst and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

As used herein, "Subject Ideas and Inventions" includes, without limitation, any and all ideas, process, trademarks, service marks, inventions, designs, technologies, computer hardware or software, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, extensions, know-how, data rights and claims related to the foregoing, whether or not patentable, which were and are developed or created which:

- (i) relate to Katalyst's current or contemplated business or activities;
- (ii) relate to any Katalyst technology or confidential information;
- (iii) relate to Katalyst's actual or demonstrably anticipated research and development;
- (iv) result from any of Employee's duties as an employee of Katalyst;
- (v) involve the use of Katalyst's equipment, supplies, facilities, trade secrets or intellectual property of any kind; or

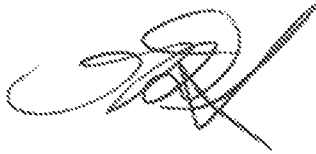
Employee ID: 1016

(vi) result from Employee's access to any Katalyst memoranda, notes, records, drawings, sketches, models research results, data, formulae, specifications, inventorship, processes, equipment or other materials owned by Katalyst.

KATALYST
Katalyst Surgical, LLC.

EMPLOYEE

By:



Name: Gregg Scheller

Title: CEO of Katalyst

By:



Name: Matthew Zeid

Employee ID: 1016