504549436 09/15/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4596144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STEPHEN BROCK BLANKENSHIP	09/06/2017

RECEIVING PARTY DATA

Name:	H&H MEDICAL CORPORATION	
Street Address:	328 MCLAWS CIRCLE	
City:	WILLIAMSBURG	
State/Country:	VIRGINIA	
Postal Code:	23185	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D733306

CORRESPONDENCE DATA

Fax Number: (888)360-9092

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.

Phone: 757-624-3306

Email: trademarks@kaufcan.com
Correspondent Name: NICOLE J. HARRELL
Address Line 1: 150 WEST MAIN STREET

Address Line 2: P.O. BOX 3037

Address Line 4: NORFOLK, VIRGINIA 23514-3037

ATTORNEY DOCKET NUMBER:	0165585
NAME OF SUBMITTER:	NICOLE J. HARRELL
SIGNATURE:	/Nicole J. Harrell/
DATE SIGNED:	09/15/2017

Total Attachments: 4

source=Patent Assignment Agreement - Blankenship (Assignor) - H&H Medical (Assignee)_15912970(1)#page1.tif source=Patent Assignment Agreement - Blankenship (Assignor) - H&H Medical (Assignee)_15912970(1)#page2.tif source=Patent Assignment Agreement - Blankenship (Assignor) - H&H Medical (Assignee)_15912970(1)#page3.tif source=Patent Assignment Agreement - Blankenship (Assignor) - H&H Medical (Assignee)_15912970(1)#page4.tif

PATENT 504549436 REEL: 043600 FRAME: 0677

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of September _6, 2017, is made by STEPHEN BROCK BLANKENSHIP, an individual residing at 22230 Whitney Lane, Abingdon, Virginia 24211 ("Blankenship"), in favor of H&H MEDICAL CORPORATION, a Virginia corporation located at 328 McLaws Circle, Williamsburg, Virginia 23185 ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated September 6, 2017, by and between Blankenship, TEMS Solutions, LLC, a Virginia limited liability company (the "Company") and Buyer (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Blankenship has conveyed, transferred, and assigned to Buyer certain intellectual property, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blankenship hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Blankenship's right, title, and interest in and to the following (the "Assigned Patents"):
- (a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Blankenship accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Blankenship hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Blankenship shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to

PATENT REEL: 043600 FRAME: 0678 effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Blankenship and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Blanker Assignment as of the date first above written	enship has duly executed and delivered this n.	Patent
	Stephen Brock Blankenship	
	Address for Notices: 22230 Whitney Lane Abingdon, VA 24211	·
COMMONWEALTH OF VIRGINIA,		
AT LARGE, to-wit:		
	i before me in the City/County of WASHWERD, 2017, by Stephen Brock Blankenship, v	
\square personally known to me or \square has produc	cedas identific	eation.
	Notary Public	Managaraphister since
My commission expires: <u> </u>	PHILLIP GREGORY HEARL NOTARY PUBLIC REG. #7698934 COMMONWEALTH OF VIRGINIA BY COMMISSION EXPIRES JULY 31, 2020	1 1 1

SCHEDULE 1

Assigned Patents and Patent Applications

Patents

Title	Jurisdiction	Patent Number	Issue Date
Compression and Tourniquet Band	U.S.	D733,306S	June 30, 2015