

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4630956

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RION HEALTH, INC.	10/05/2017
RECEIVING PARTY DATA		
Name:	RION LLC	
Street Address:	221 FIRST AVE. SW	
City:	ROCHESTER	
State/Country:	MINNESOTA	
Postal Code:	55902	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	62131504	
Application Number:	15067799	
PCT Number:	US2016022050	
CORRESPONDENCE DATA		
Fax Number:	(919)854-1401	
<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:	919-854-1400	
Email:	bmedlin@myersbigel.com	
Correspondent Name:	MYERS BIGEL, P.A.	
Address Line 1:	P.O. BOX 37428	
Address Line 4:	RALEIGH, NORTH CAROLINA 27627	
NAME OF SUBMITTER:	BETTY-LOU MEDLIN	
SIGNATURE:	/bettyloumedlin/	
DATE SIGNED:	10/06/2017	
Total Attachments: 4		
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ASSIGNMENT OF INVENTION AND PATENT APPLICATION

This Assignment of Invention and Patent Application (the "Assignment") is entered into this 5th day of October, 2017, by and between Rion Health, Inc., a Minnesota corporation (the "Assignor"), and Rion LLC, a Minnesota limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor desires to assign to Assignee any and all ownership interest in the inventions described in U.S. Patent Application No. 62/131,504 filed on March 11, 2015; U.S. Patent Application No. 15/067,799 filed on March 11, 2016; and International Patent Application No. PCT/US2016/22050 filed on March 11, 2016 (the "Invention"), in exchange for the receipt of 482,868 Membership Units in Assignee.

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Invention in exchange for an issuance of 482,868 Membership Units in Assignee to Assignor.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Representation of Assignor.** Assignor represents that it currently holds sole right, title, and interest in United States Patent Application Nos. 62/131,504 and 15/067,799 and International Patent Application No. PCT/US2016/22050.

2. **Assignment.** For the Consideration listed below, Assignor hereby acknowledges that it has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, and transfer, and set over unto Assignee and its successors and assigns, the entire 100% of the following:

(a) Any of Assignor's right, title and interest in and to the Invention described in United States Patent Application Nos. 62/131,504 and 15/067,799 and International Patent Application No. PCT/US2016/22050;

(b) Any patent or reissues or reexaminations of any patent that may be granted thereon;

(c) Assignor authorizes and requests the Commissioner for Patents to issue any resulting patent(s) as follows: 0% to Assignor and 100% to Assignee; and

(d) Any applications which are non-provisionals, continuations, continuations-in-part, substitutes, divisions, reissues, or reexaminations of United States Patent Application Nos. 62/131,504 and 15/067,799 and International Patent Application No. PCT/US2016/22050.

3. **Consideration.** As Consideration for the assignment, Assignor shall be issued 482,868 Membership Units in the Assignee for the rights to United States Patent Application Nos. 62/131,504 and 15/067,799 and International Patent Application No. PCT/US2016/22050.

4. **Assignor Duties and Rights.**

(a) Assignor hereby further sells, assigns, transfers and sets over unto Assignee, 100% of Assignor's entire right, title, and interest in and to said Invention in each and every country foreign to the United States; and Assignor further conveys to Assignee the above percentage of all priority rights resulting from the above-identified applications for United States patent.

(b) Assignor agrees to execute all papers, give any required testimony, and perform other lawful acts as Assignee may require to enable Assignee to perfect Assignee's interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and Assignee's interest therein.

(c) Assignor further agrees to cooperate with Assignee in the preparation, drafting, filing, and prosecution of all applications for patent, provisional and non-provisional, and foreign counterparts.

5. **Specific Performance.** Any breach of this Agreement may result in irreparable damage to Assignee for which Assignee will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, Assignor acknowledges and agrees that Assignee may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

6. **Execution; Counterparts.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing it (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

7. **Entire Agreement.** This Agreement constitutes a final written expression of all the terms of the Agreement between the parties regarding the subject matter hereof, is a complete and exclusive statement of those terms, and supersedes all prior and contemporaneous Agreements, understandings, and representations between the parties.

8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

9. **Governing Law; Venue; Waiver of Jury Trial.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Minnesota for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

ASSIGNOR:

RION HEALTH, INC.

By: 

Atta Behfar, Chief Executive Officer

ASSIGNEE:

RION LLC

By: 

Atta Behfar, Chief Executive Officer