

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4661474

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PATRICK E. O'BRIEN	09/20/2016
RECEIVING PARTY DATA		
Name:	LAPOVATIONS, LLC	
Street Address:	1722 N. COLLEGE AVENUE	
Internal Address:	SUITE C #159	
City:	FAYETTEVILLE	
State/Country:	ARKANSAS	
Postal Code:	72703	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15601941
CORRESPONDENCE DATA		
Fax Number:	(615)244-6804	
<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:	6158508136	
Email:	patentdocket@wallerlaw.com	
Correspondent Name:	MATTHEW C. COX	
Address Line 1:	511 UNION STREET	
Address Line 2:	STE. 2700	
Address Line 4:	NASHVILLE, TENNESSEE 37219	
ATTORNEY DOCKET NUMBER:	032563.66231	
NAME OF SUBMITTER:	MATTHEW C. COX	
SIGNATURE:	/Matthew C. Cox 66716/	
DATE SIGNED:	10/27/2017	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AND NON-USE AGREEMENT

This intellectual property assignment and non-use agreement (the "Agreement") by and between LAPOVATIONS, LLC, an Arkansas limited liability company (and its current and future subsidiaries, affiliates, successors or assigns (collectively, the "Company")), and the undersigned person ("Grantor") is effective as of the date of the last signature on the signature page of this Agreement (the "Effective Date").

1. **Purpose.** Grantor is a student at the University of Arkansas. Grantor will provide research and development for the Company in connection with and as a part of certain college coursework (the "Relationship"). Grantor is required to execute this Agreement as a condition to and in consideration of the Relationship. Grantor acknowledges and agrees that Grantor has received and will receive valuable, adequate, and sufficient consideration in exchange for this Agreement and in association with the Relationship.

2. **Ownership of Intellectual Property.**

(a) *Intellectual Property.* For this Agreement "Intellectual Property" means all work product, discoveries, developments, concepts, designs, ideas, know-how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable, or otherwise legally protectable or registrable. Grantor acknowledges and agrees that this includes, but is not limited to, software, code, function, algorithms, hardware, products, equipment, methods, processes, uses, trade secrets, designs, and any derivative of or improvement to any of the foregoing. Grantor further acknowledges and agrees that "Company Intellectual Property" means all Intellectual Property that Grantor solely or jointly authors, discovers, develops, conceives, reduces to practice, or otherwise uses for the benefit of the Company during the Relationship and that is related to the business of the Company as presently conducted or proposed to be conducted, unless expressly excluded by applicable law, including, but not limited to, all Intellectual Property contained in the scope of, related to, and improvements to and derivatives of the pending provisional patent application: Application No. 62339424, EFS ID No. 25841743, dated May 20, 2016, for "Surgical Device," with the first named inventor "Chris Taylor."

(b) *Intellectual Property of Grantor.* Grantor acknowledges that this Agreement requires automatic and irrevocable assignment in favor of the Company of all Intellectual Property authored, discovered, developed, conceived, reduced to practice, or otherwise used for the benefit of the Company during the Relationship and that is related to the business of the Company as presently conducted or proposed to be conducted. If Grantor wants to request that the Company exclude certain Intellectual Property from the assignment under this Agreement, then Grantor must request and receive prior written consent from the Company before starting the Relationship. Grantor acknowledges the Company has a legitimate business interest justifying the obligations and restrictions contained in this section, and Grantor agrees that the obligations and restrictions set out in this section are reasonably necessary to protect the Company's legitimate business interests, including without limitation its Confidential Information, investment in personnel, customer relationships, and goodwill.

(c) *Assignment and Disclosure of Company Intellectual Property.* Grantor hereby irrevocably assigns to the Company (or its designee) all of Grantor's right, title, and interest throughout the world in and to all Company Intellectual Property, including, but not limited to, all patent, copyright, trademark, trade secret and other intellectual property rights. Grantor hereby irrevocably waives all claims for infringement of any Company Intellectual Property against the Company (and its designee), whether existing now or arising after the Effective Date. Grantor agrees that Company Intellectual Property made by Grantor (solely or jointly with others) during the Relationship are "works made for hire" and has been fully compensated under the terms of the Relationship. Assignments under this Agreement include all rights of use, attribution, creation, modification, disclosure, control, withdrawal, "moral rights," and all related rights. To the extent any of the foregoing rights cannot be assigned

under applicable law, Grantor hereby irrevocably waives and agrees not to enforce the right against the Company (and its designees).

Grantor agrees to promptly disclose all Company Intellectual Property and agrees to keep accurate written records relating to the conception, development, and application of all Company Intellectual Property. These records will be the exclusive property of the Company.

(d) *Cooperation Required.* Grantor will assist the Company (or its designee) in securing the Company's rights in the Company Intellectual Property by performing any action reasonably requested by the Company for that purpose, including, but not limited to, disclosing all pertinent information, delivering all signatures and consents, providing all waivers and covenants not to sue and any other related action deemed necessary or advisable by the Company. Grantor agrees that the obligation created by this Section 2(d) will continue perpetually after the end of the Relationship. Grantor hereby irrevocably designates and appoints the Company (and its designee) as Grantor's agent and attorney-in-fact for any lawful act necessary or advisable, including but not limited to the execution and filing of any document, to ensure full compliance with the intent of this Section 2(d). Grantor agrees this appointment is coupled with an interest and will not be affected by later incapacity, and that any action taken by the Company pursuant to this section will have the same legal force and effect as if taken by Grantor.

(e) *Licenses to Company.* To the extent any portion of the Company Intellectual Property, or proprietary rights in or based upon Company Intellectual Property, are not assigned or assignable to the Company pursuant to this Agreement, Grantor hereby grants to the Company an unlimited perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise such Company Intellectual Property or proprietary rights. Grantor further grants to the Company an unlimited, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise any confidential information and intellectual property rights that I use or disclose when acting within the scope of the Relationship or otherwise on behalf of the Company, regardless whether such confidential information or intellectual property rights are Grantor's own or those of a third party (even if otherwise in contravention of the provisions of this Agreement prohibiting disclosure or use of such confidential information or intellectual property rights).

3. *Non-Disclosure and Non-Use of Confidential Information.* During the Relationship, Grantor will receive Confidential Information (as defined below) from the Company. Grantor will, at all times during the Relationship and at all times after the end of the Relationship, hold all Confidential Information in strict confidence. Grantor will use Confidential Information only for the benefit of the Company and only to the extent necessary to perform Grantor's obligations under the Relationship. Grantor will not use Confidential Information for Grantor's own benefit or for the benefit of any third party. Grantor will not disclose Confidential Information to any person, entity, or other third party, unless the Company provides written permission for the specific disclosure. Grantor acknowledges the Company has a legitimate business interest justifying the obligations and restrictions contained in this section, and Grantor agrees that the obligations and restrictions set out in this section are reasonably necessary to protect the Company's legitimate business interests, including without limitation its Confidential Information, investment in personnel, customer relationships, and goodwill.

For this Agreement "Confidential Information" means all information and assets not generally known or available outside the Company, including, without limitation: (i) Company Intellectual Property; and (ii) patents, patent applications, software, code, algorithms, technical data, trade secrets, know-how, developments, research, product or service ideas and plans, notes, processes, formulas, techniques, mask works, engineering designs and drawings, hardware information, agreements with third parties, information about employees and consultants of

the Company, information about suppliers and customers (including, specifically, suppliers and customers that had had a direct relationship and contact with Grantor), price lists, pricing methods, cost information, market information, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by the Company either directly or indirectly, whether in writing, electronically, orally or by observation. Notwithstanding the foregoing, Confidential Information will not include information that is lawfully available or generally known to the public.

4. **Protection of Company Relationships.** Grantor agrees that during the Relationship and for a period of one year thereafter, Grantor will not, directly or indirectly, individually or on behalf of any other person or entity, do or attempt to do (or assist any third party with) any of the following: (i) solicit or divert any person or entity that is or, at the expiration or termination of the Relationship, was a Company customer, or that Grantor knows or, at the expiration or termination of the Relationship, knew to be a person or entity that the Company considered an active prospect to become a customer; (ii) encourage, solicit, or otherwise attempt to persuade any employee or contractor of the Company to leave the employment of or engagement by the Company, violate any confidentiality, non-competition, employment, or similar such agreements with the Company, or violate any policies of the Company; or (iii) take any action that would interfere with, diminish, or impair the business relationship that the Company has with any person and entity. Grantor acknowledges the Company has a legitimate business interest justifying the obligations and restrictions contained in this section, and Grantor agrees that the obligations and restrictions set out in this section are reasonably necessary to protect the Company's legitimate business interests, including without limitation its Confidential Information, investment in personnel, customer relationships, and goodwill. Grantor further agrees that the extent and timeframe of the obligations set out in this section are fair and reasonable.

5. **Representations and Warranties of Grantor.** Grantor has carefully read and understands all of the terms of this Agreement, and voluntarily agrees to be bound by all of the terms. Grantor has had the opportunity to seek the advice of independent counsel before executing this Agreement. Grantor will take all additional actions and will deliver all other consents required to effectuate the purpose and intent of this Agreement. Grantor will deliver to the Company all property, Intellectual Property, Confidential Information, and other documents of the Company within five (5) days after the effective date of any termination of the Relationship.

Grantor hereby acknowledges and agrees that all Company Intellectual Property and Confidential Information is and will remain the exclusive property of the Company under all circumstances, and that Grantor will have no economic or other rights whatsoever in Company Intellectual Property or Confidential Information.

Grantor covenants that Grantor is not a party to or bound by any confidentiality or non-use agreement, non-competition agreement, court order, or other similar restriction arising from or related to any prior employment, engagement, or other confidential relationship that would detrimentally affect the scope of the Relationship. Grantor acknowledges that Grantor may possess confidential information of third parties that is not necessarily subject to express restrictions on disclosure or use but as to which Grantor may have ongoing legal obligations not to disclose or use the information, such as obligations under state trade secret law. Grantor agrees to honor any such ongoing agreements, orders, restrictions, or legal obligations, and Grantor acknowledges that any violation by Grantor of an obligation to a third party relating to such party's confidential information, trade secrets, and other intellectual property or proprietary rights in the course of the Relationship could materially and detrimentally impact the Company.

Grantor agrees to abide by all Company policies related to the Relationship; except, however, that the terms of this Agreement will govern in the event of any inconsistency between this Agreement and such policies. Grantor acknowledges and agrees that Grantor has no expectation of privacy with respect to the Company's

telecommunications, networking, or information processing systems (including without limitation computer files, e-mail messages, voice messages, and Internet connections) and that Grantor's activity and any files or messages on or using any of those systems may be monitored or obtained by the Company at any time without notice.

Grantor acknowledges that the Company would not have entered into this Agreement or the Relationship without the benefits and restrictive covenants established by this Agreement. Grantor agrees that the damages suffered by the Company as a result of a breach of any of those terms and covenants will be irreparable and impossible to adequately calculate in monetary amounts. Accordingly, Grantor agrees and warrants that the Company will be entitled to preliminary and permanent injunctive relief to prevent any such breach, in addition to all other remedies available to the Company under law or equity.

Grantor agrees that the terms and conditions of this Agreement are retroactively enforceable, and that this Agreement binds and governs all of Grantor's Relationship with the Company, even if part of the Relationship occurred before the Effective Date.

6. **Miscellaneous.** This Agreement constitutes the entire understanding and agreement among the parties to this Agreement with respect to the subject matter. There are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to the subject matter other than those set out in this Agreement. Amendments to this Agreement must be in writing and signed by each party. This Agreement is intended to be performed in accordance with all applicable laws and regulations of the jurisdictions in which the Company does business. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement and the application of the term to other persons or circumstances will not be affected, but will be enforced to the greatest extent permitted by law. This Agreement will be governed by and construed in accordance with the laws of Arkansas without regard to conflicts of law principles. This Agreement binds and inures to the benefit of the parties and their respective representatives, heirs, successors and assigns. If ambiguity or a question of interpretation arises, this Agreement will be construed as if drafted jointly by the parties. If any party breaches any representation, warranty, or covenant in any respect, the fact that the party has not breached another representation, warranty, or covenant that exists relating to the same subject matter (regardless of the relative levels of specificity) will not mitigate that the party is in breach of the first representation, warranty, or covenant. This Agreement supplements, and does not supersede, the additional rights the Company has or may have with respect to confidential, proprietary, and trade secret information.

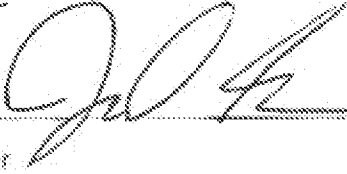
If Grantor is rehired in any capacity within one (1) year after the termination of the Relationship, then Grantor agrees that this Agreement will also apply to the later relationship, unless otherwise agreed in writing. Nothing in this Agreement constitutes a promise or obligation of employment or to continue the Relationship in any capacity for any specific period of time.

Any dispute between the parties arising out of or otherwise relating to the Company or this Agreement will be conclusively resolved by arbitration to be held in the county where the Company's principle place of business is then located in accordance with the rules then in effect of the American Arbitration Association or its successor. The arbitrator may grant injunctions or other relief in the dispute, and the decision of the arbitrator will be final and binding. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the federal and state courts of the county where the Company's principle place of business is then located for this purpose. The arbitration will be conducted by a certified arbitrator selected by the parties in dispute. If the parties in dispute are unable to agree to an arbitrator, then each party in dispute will select one (1) independent third party, and those third parties will collectively select the arbitrator for the dispute. The prevailing party in the arbitration will be entitled to an award of reasonable attorneys' fees and expenses.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one instrument. It will not be necessary in making proof of this Agreement to produce more than one counterpart. The parties may execute and deliver the Agreement by electronic methods, including email and PDF transmission.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ THIS AGREEMENT CAREFULLY AND HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS AGREEMENT AT GRANTOR'S DISCRETION. GRANTOR FULLY UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THIS AGREEMENT CREATES FOR GRANTOR AND HEREBY SIGNS THIS AGREEMENT VOLUNTARILY, EFFECTIVE AS OF THE DATE OF GRANTOR'S SIGNATURE BELOW.

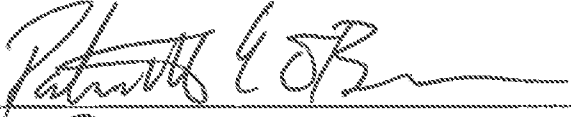
LAPOVATIONS, LLC

By: 

Name: Jared Greer

Title: Manager

GRANTOR:

By: 

Name: PATRICK E. O'BRIEN

Date: 9/20/16

Address: 333 N. St. Charles Ave. Apt. 304
Fayetteville, AR 72701