

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4667792

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ELEANOR AUGUSTA HAWES	10/23/2017
RECEIVING PARTY DATA		
Name:	HUMMINGBIRD NANO, INC.	
Street Address:	1708 JAGGIE FOX WAY	
City:	LEXINGTON	
State/Country:	KENTUCKY	
Postal Code:	40511	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15457239
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:	sstephens@hummingbirdnano.com	
Correspondent Name:	LYNDON S. STEPHENS	
Address Line 1:	1708 JAGGIE FOX WAY	
Address Line 4:	LEXINGTON, KENTUCKY 40511	
NAME OF SUBMITTER:	CURTIS DROEGE	
SIGNATURE:	/ Curtis R. Droege /	
DATE SIGNED:	11/01/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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EMPLOYEE ASSIGNMENT OF PATENT RIGHTS

This PATENT ASSIGNMENT ("Assignment") dated October 23, 2017 (the "Effective Date") by and between:

- (i) Eleanor Augusta Hawes ("Assignor"), an employee of Hummingbird Nano, Inc., at the time leading up to the invention, at the time of the invention and currently employed as of the Effective Date; and
- (ii) Hummingbird Nano, Inc. ("Assignee"), a corporation organized under the laws of Kentucky ("Assignee"), the address of which is 1708 Jaggie Fox Way, Lexington, KY 40511.

WITNESSETH:

WHEREAS, Assignor agreed to transfer certain assets of Assignor, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth below; and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title, and interest throughout the world (under any and all laws and in any and all jurisdictions) in and to the following (collectively, the "Assigned Patent Assets"):

- (i) All of the patents, patent applications and provisional patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents");

- (ii) all divisionals, continuations, continuations in part, substitutes, extensions, renewals, reissues, reexaminations, other applications and related cases (in each instance, whether pending, issued, abandoned or filed in the future) that have been or shall be filed anywhere in the world and that are based upon any of the Assigned Patents (all of the foregoing, collectively, "Related Cases");

(iii) any inventions and improvements claimed or disclosed in any of the Assigned Patents or Related Cases, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor; and

(iv) all causes of action, enforcement rights, infringement claims and other rights (including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement) based upon, arising out of or relating to any of the Assigned Patents or Related Cases.

Pursuant to the foregoing assignment, each of the Assigned Patent Assets shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The assignment pursuant to this Section 1 includes, without limitation (A) the right, if any, to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to apply for, prosecute, maintain and defend the Assigned Patent Assets (including the right to continue any such action underway and to revive any such action previously abandoned) before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patent Assets; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents or Related Cases under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Patent Assets.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) to do the following: (a) to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the

Assigned Patent Rights in the name of Assignee, as the assignee to the entire interest therein; and (b) to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

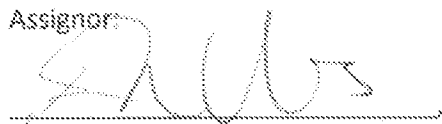
3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents.

4. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative effective as of the Effective Date, October 23, 2017.

Assignor:



CEO

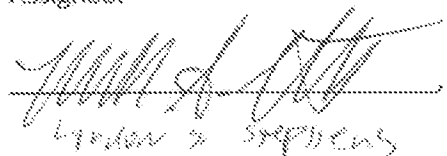
Hummingbird Nano, Inc.

Eleanor Augusta Hawes,

Title

Employer

Assignee:


Gordon S. Stephens

CSO / Director

Hummingbird Nano, Inc.

Company Representative,

Title

Employer

[Signature Page to Patent Assignment]

Schedule A

LIST OF ASSIGNED PATENTS

Filing Date	Serial # or Disclosure #	Title	Full Inventor List
2014-08-15	US14/460,573	Three-dimensional molding using magnetically activated static and dynamic ferrofluid configurations	Eleanor Augusta Hawes;
2015-03-11	US15/457,239	Microfluidic device and method of manufacture	Eleanor Augusta Hawes;
2017-09-12	PCT/2017/051212	Microfluidic device and method of manufacture	Eleanor Augusta Hawes;