

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4807131

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEEL RULE DIEMASTERS, INC.	10/31/2017
RECEIVING PARTY DATA		
Name:	BIOCUT, LLC	
Street Address:	8219 W. BRADLEY RD.	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53223	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14610466
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>		
Phone:	262-404-7026	
Email:	John@TheoremIP.com	
Correspondent Name:	JOHN M. OSMANSKI	
Address Line 1:	P.O. BOX 511485	
Address Line 4:	MILWAUKEE, WISCONSIN 53203	
NAME OF SUBMITTER:	JOHN M. OSMANSKI	
SIGNATURE:	/John M. Osmanski/	
DATE SIGNED:	02/02/2018	
Total Attachments: 7		
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source=Assignment#page3.tif		
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source=Assignment#page6.tif		

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "ASSIGNMENT") is made as of October 31, 2017, by BIOCUT SYSTEMS, INC., a Wisconsin corporation ("Biocut"), STEEL RULE DIEMASTERS, INC., a Wisconsin corporation ("Steel Rule"; Biocut and Steel Rule are each referred to herein as a "ASSIGNOR" and collectively as "ASSIGNORS") and Mark Jeske and Janet Jeske (each of Mark Jeske and Janet Jeske being referred to as a "SHAREHOLDER," and collectively as the "SHAREHOLDERS"), to and for the benefit of BIOCUT, LLC, a Wisconsin limited liability company ("ASSIGNEE").

RECITALS

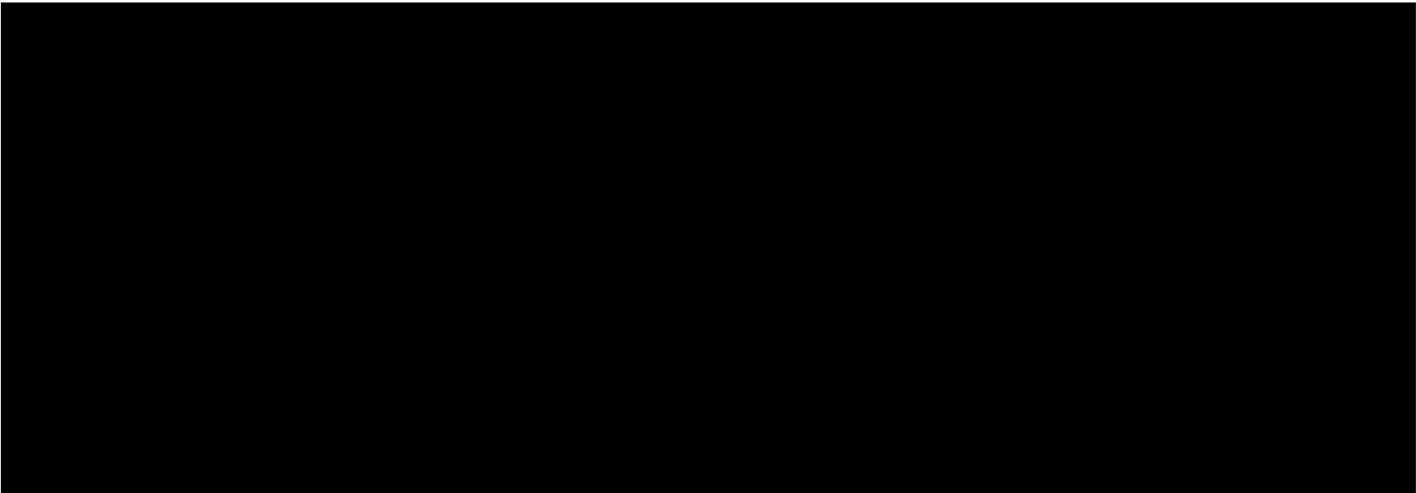
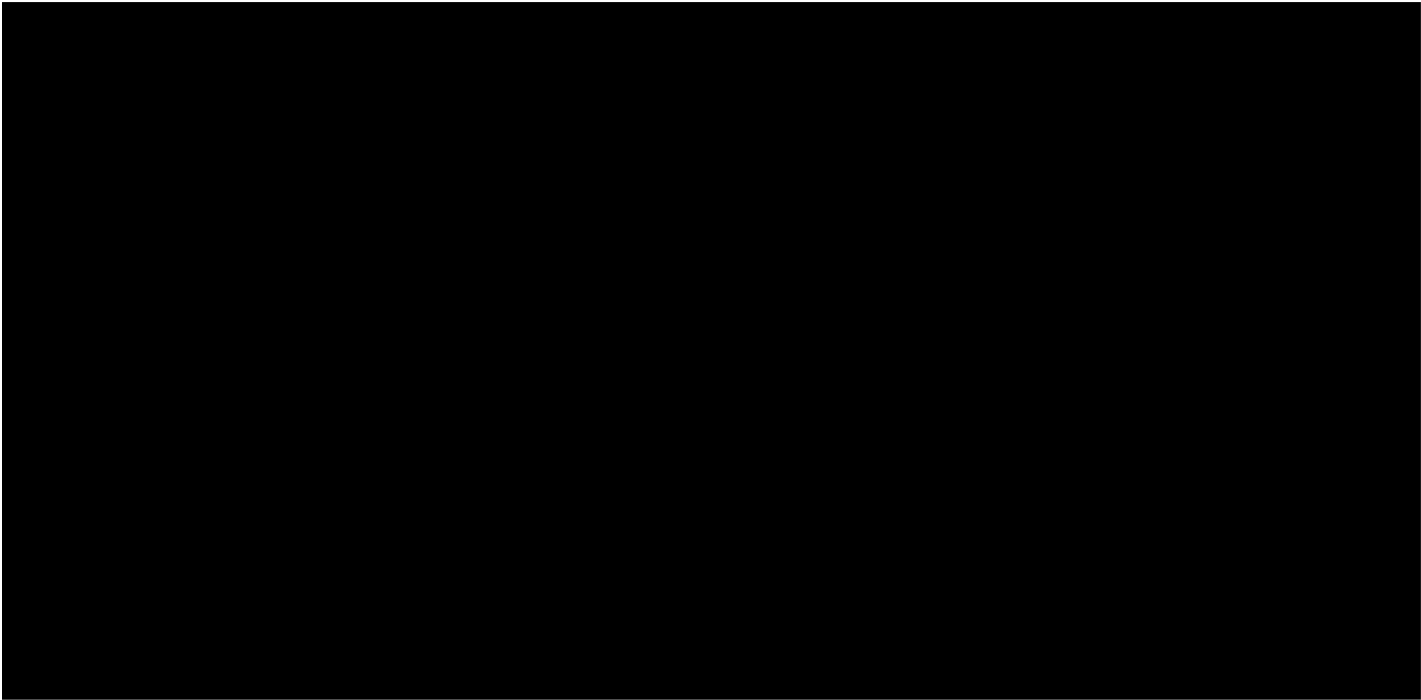
WHEREAS, this ASSIGNMENT is made pursuant to that certain Asset Purchase Agreement dated as of even date hereof (the "PURCHASE AGREEMENT"), by and among ASSIGNEE, ASSIGNORS and the SHAREHOLDERS.

WHEREAS, pursuant to the PURCHASE AGREEMENT, ASSIGNORS have agreed to assign, convey, transfer and deliver to ASSIGNEE all of ASSIGNORS' entire right, title and interest in and to Intellectual Property (as defined in the PURCHASE AGREEMENT).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ASSIGNORS and SHAREHOLDERS agree as follows:

1. Assignment of Intellectual Property.

(a) Assignment of Patents and Patent Applications. ASSIGNORS hereby assign, convey, transfer and deliver to ASSIGNEE their entire right, title and interest in and to any patent or patent application and in any continuations, divisionals, foreign filings, continuations-in-part, extensions, reissues or reexaminations or reissuances that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions of which such patent applications are based including without limitation the patents and patent applications listed in Exhibit A attached hereto



2. Assignment of Accrued Enforcement Rights. ASSIGNORS assign to ASSIGNEE their entire right, title and interest in and to any causes of action for infringement or unauthorized use of any of the Intellectual Property specified in Paragraphs 1(a) through 1(e) that may have accrued prior to the execution date of this ASSIGNMENT.

3. Further Assurances.

(a) At ASSIGNEE'S sole cost and expense, ASSIGNORS and SHAREHOLDERS will provide ASSIGNEE, its successors, assigns or other legal representatives, cooperation and assistance at ASSIGNEE's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required)

(i) to vest in ASSIGNEE title to the Intellectual Property and to fulfill and discharge the obligations of conveyance hereunder and under the PURCHASE AGREEMENT;

(ii) in the preparation and prosecution of any applications for patents or registration of the Intellectual Property assigned pursuant to this ASSIGNMENT;

(iii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property assigned pursuant to this ASSIGNMENT; and

(iv) in the implementation or perfection of this ASSIGNMENT.

(b) Each of the ASSIGNORS and SHAREHOLDERS agree to not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of any Intellectual Property assigned hereby.

4. Savings Clause. For the avoidance of doubt, nothing in this ASSIGNMENT will be deemed to supersede, enlarge or modify any of the rights or obligations of ASSIGNEE, ASSIGNORS or SHAREHOLDERS under the PURCHASE AGREEMENT, all of which will survive the execution and delivery of this ASSIGNMENT as provided in, and subject to the limitations set forth in, the PURCHASE AGREEMENT. If any conflict exists between this ASSIGNMENT and the PURCHASE AGREEMENT, the PURCHASE AGREEMENT will govern and control.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNEE:

BIOCUT, LLC

BY 
Its DON MELNIKOFF PRESIDENT

ASSIGNOR:

BIOCUT SYSTEMS, INC.

BY _____
Mark Jeske, President

STEEL RULE DIEMASTERS, INC.

BY _____
Mark Jeske, President

SHAREHOLDERS:

Mark Jeske

Janet Jeske

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

PATENT
REEL: 044814 FRAME: 0764

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

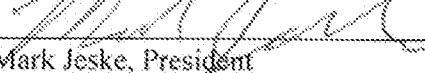
ASSIGNEE:

BIOCUT, LLC

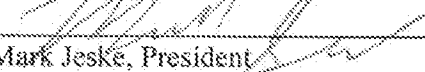
BY _____
Its _____

ASSIGNOR:

BIOCUT SYSTEMS, INC.

BY _____
Mark Jeske, President

STEEL RULE DIEMASTERS, INC.

BY _____
Mark Jeske, President

SHAREHOLDERS:

_____
Mark Jeske

_____
Janet Jeske

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

See attached.

Patents

<u>Case Number</u>	<u>Case Type</u>	<u>Countr y</u>	<u>Title</u>	<u>Status/ Filing Date/ App. Serial No./ Pub. No. & Date</u>
2350.003	US Patent [Non-Provisional Utility]	US	Press Cutting Die Assembly	Pending Filed: 1/30/2015 Serial #: 14/610,466 Pub #: US 2016- 0221206 A1 Pub Date: 8/4/2016

