504827247 03/20/2018

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GREGORY J. BULLINGTON	12/21/2017
SHAN E. GAW	03/01/2018
JAY A. MIAZGA	03/01/2018
SKOOKS PONG	03/05/2018
SHANNON E. EUBANKS	03/01/2018

RECEIVING PARTY DATA

Name:	MAGNOLIA MEDICAL TECHNOLOGIES, INC.
Street Address:	2001 SIXTH AVENUE
Internal Address:	SUITE 1630
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15925159

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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: 2028427800

Email: jbegley@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVENUE NW

Address Line 2: PATENT GROUP

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	MGMD-018/02US 316052-2158	
NAME OF SUBMITTER:	MICHAEL D. WINTERNITZ	
SIGNATURE:	/Michael D. Winternitz/	
DATE SIGNED:	03/20/2018	

PATENT 504827247 REEL: 045285 FRAME: 0116

Total Attachments: 9

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PATENT REEL: 045285 FRAME: 0117

ASSIGNMENT

BULLINGTON, Gregory J., residing at 5825 134th Place SE, Bellevue WA 98006; GAW, Shan E., residing at 4027 Sunnyside Ave N, Seattle, WA 98103; MIAZGA, Jay M., residing at 4025 McKinley PI. N, Seattle, WA 98103; PONG, Skooks, residing at 11825 NE 142nd St., Kirkland, WA 98034; and EUBANKS, Shannon E., residing in Woodinville, WA 98072 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>APPARATUS AND METHODS FOR MAINTAINING STERILITY OF A SPECIMEN CONTAINER</u>, and which is a:

(1)	provisional application (a) to be filed herewith; or (b) bearing Application No. 62/213,875, and filed on September 3, 2015;
(2)	 □ non-provisional application (a) □ to be filed herewith; or (b) □ bearing Application No. 15/257,185, and filed on September 6, 2016; and/or
(3)	 ✓ PCT application (a) ✓ bearing Application No. PCT/US2016/050380, and filed on September 6, 2016
(4)	a patent application bearing Serial No. , and filed on ;
	and/or
(5)	attached hereto

WHEREAS, Magnolia Medical Technologies, Inc., a corporation having its principal place of business at 2001 Sixth Ave, Suite 1630, Seattle, WA 98121 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the

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Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full

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right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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PATENT REEL: 045285 FRAME: 0120

Date: 12/21/12 By:	BULLINGTON, Gregory J.
A notary public or other officer completing this ce individual who signed the document to which this truthfulness, accuracy, or validity of that documen	ertificate verifies only the identity of the certificate is attached, and not the
State of)	
State of	
On, before me	
Notary Public, personally appeared	-
who proved to me on the basis of satisfactory	
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WITNESS my hand and official seal.	
Signature of Notary Public	Place Notary Seal Above
My Commission Expires:	~

A notary public or other officer completing this certificate verifies only the identity of the		
individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
administration of the document.		
State of)		
State of)		
On, before me,,		
Notary Public, personally appeared,		
who proved to me on the basis of satisfactory evidence, to be the person(s) whose		
name(s) is/are subscribed to the within instrument and acknowledged to me that		
he/she/they executed the same in his/her/their authorized capacity(ies), and that by		
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of		
which the person(s) acted, executed the instrument.		
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under		
PENALTY OF PERJURY under the laws of the State of California that the foregoing		
paragraph is true and correct.		
WITNESS my hand and official seal.		
Signature of Notary Public Place Notary Seal Above		
My Commission Expires:		
12, Commission Espires.		

Date: March 1, 2018

• •			MIAZGA, Jay M.
A notary public or other individual who signed t truthfulness, accuracy, or	he document to which or validity of that document	this certificate	riffes only the identity of the is attached, and not the
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paragraph is true and co	orrect.		
WITNESS my hand and	d official seal.		
Signature of Notary Pul	blic		Place Notary Seal Above
My Commission Expire	\$5:		

PONG, Skooks

truthfulness, accuracy, or validity of that document.
State of)
) ss.
State of)
On, before me,,
Notary Public, personally appeared,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary Public Place Notary Seal Above
My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the

individual who signed the document to which this certificate is attached, and not the

2018-03-05

Date:

individual who signed	the document to which this ce	ificate verifies only the identity of the extificate is attached, and not the
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State of) ss.)	
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who proved to me o	m the basis of satisfactory e	vidence, to be the person(s) whose ent and acknowledged to me that
he/she/they executed	the same in his/her/their at	uthorized capacity(ies), and that by
		son(s), or the entity upon behalf of
	eted, executed the instrument.	
REQUIRED SENTE	NCE IF NOTARIZED IN	CALIFORNIA: I certify under
PENALTY OF PERJ	URY under the laws of the S	state of California that the foregoing
paragraph is true and o	onect.	
WITNESS my hand a	nd official scal.	
Signature of Notary P	ablic	Place Notary Seal Above
My Commission Expi	res:	

Date: March 1,2018

Date: 12/21/A- By:		
Name: Name: Title:		
Company: Magnolia Medical Technologies, Inc.		
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
State of) State of) State of)		
On, before me,,		
Notary Public, personally appeared,		
who proved to me on the basis of satisfactory evidence, to be the person(s) whose		
name(s) is/are subscribed to the within instrument and acknowledged to me that		
he/she/they executed the same in his/her/their authorized capacity(ies), and that by		
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf or		
which the person(s) acted, executed the instrument.		
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under		
PENALTY OF PERJURY under the laws of the State of California that the foregoing		
paragraph is true and correct.		
WITNESS my hand and official seal.		
Signature of Notary Public Place Notary Seal Above		
My Commission Expires:		

For and on behalf of ASSIGNEE:

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