

## PATENT ASSIGNMENT COVER SHEET

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                               |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                              | <b>Execution Date</b> |
|   | SEAN CARROLL                             | 11/01/2017            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | ACCESS POINT TECHNOLOGIES, INC.          |                       |
| <b>Street Address:</b>  | 9177 - 13TH STREET NE                    |                       |
| <b>City:</b>  | SAINT MICHAEL                            |                       |
| <b>State/Country:</b>   | MINNESOTA                                |                       |
| <b>Postal Code:</b>   | 55376                                    |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |
|   | <b>Property Type</b>                     | <b>Number</b>         |
|   | Patent Number:                           | 6761715               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  | (816)691-3495                            |                       |
| <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> |  |                       |
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| <b>Email:</b>   | lora.gurley@stinson.com                  |                       |
| <b>Correspondent Name:</b>  | PATENT GROUP, STINSON LEONARD STREET LLP |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | 3007455.0004                             |                       |
| <b>NAME OF SUBMITTER:</b>   | LORA GURLEY                              |                       |
| <b>SIGNATURE:</b>   | /LORAGURLEY/                             |                       |
| <b>DATE SIGNED:</b>   | 04/25/2018                               |                       |
| <b>Total Attachments: 3</b>   |  |                       |
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| source=Assignment 3007455.0004#page2.tif  |  |                       |
| source=Assignment 3007455.0004#page3.tif  |  |                       |

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of November 1, 2017, is made by Sean Carroll ("**Seller**"), an individual residing at 509 Prospect Blvd., Pasadena, CA 91103, in favor of Access Point Technologies, Inc. ("**Buyer**"), a Minnesota corporation with offices at 9177 13<sup>th</sup> St. NE, Saint Michael, MN 55376, pursuant to a Stock Purchase Agreement between Buyer and Seller, dated as of November 1, 2017 (the "**Stock Purchase Agreement**").

WHEREAS, under the terms of the Stock Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Patent**"):
  - 1.1. the patent and patent application set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
  - 1.2. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - 1.3. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - 1.4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patent to Buyer, or any assignee or successor thereto.
3. Terms of the Stock Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Stock Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patent. The representations, warranties, covenants, agreements, and indemnities contained in the Stock Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Stock Purchase Agreement and the terms hereof, the terms of the Stock Purchase Agreement shall govern.



4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

SELLER:



Sean Carroll

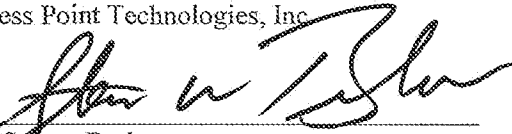
Address for Notices:

509 Prospect Blvd.  
Pasadena, CA 91103

AGREED TO AND ACCEPTED:

BUYER:

Access Point Technologies, Inc

By: 

Steven Berhow

Address for Notices:

9177 13<sup>th</sup> St. NE  
Saint Michael, MN 55376

**SCHEDULE 1**

**ASSIGNED PATENT AND PATENT APPLICATION**

**Patent**

| <b>Title</b>   | <b>Jurisdiction</b> | <b>Patent Number</b> | <b>Issue Date</b> |
|--|---------------------|----------------------|-------------------|
| METHOD AND DEVICE FOR<br>NEUROCRYO ANALGESIA AND<br>ANESTHESIA | United States       | 6761715              | 07/13/2004        |

**Patent Application**

| <b>Title</b>   | <b>Jurisdiction</b> | <b>Application/<br/>Publication<br/>Number</b> | <b>Filing Date</b> |
|--|---------------------|--|--------------------|
| METHOD AND DEVICE FOR<br>NEUROCRYO ANALGESIA AND<br>ANESTHESIA | United States       | 10071574                                       | 02/05/2002         |

