

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HARRY R. SMOUSE	02/01/2018
RECEIVING PARTY DATA	
Name:	BRIGHTWATER MEDICAL, INC.
Street Address:	816 W. BENNETT CT.
City:	DUNLAP
State/Country:	ILLINOIS
Postal Code:	61525
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15958406
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	46581-703.301
NAME OF SUBMITTER:	JOHN BEREZNAK
SIGNATURE:	/John Berezna/
DATE SIGNED:	04/20/2018
Total Attachments: 2	
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CONFIRMATORY ASSIGNMENT

Docket Number 46581-703

WHEREAS, the undersigned:

1. Harry Robert SMOUSE
816 W. Bennett Ct.
Dunlap, IL 61525

(hereinafter "Inventor"), has invented certain new and useful improvements in

☒ Application serial numbers listed in ANNEX A.

(hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that state or claim priority to or from the above application(s).

WHEREAS, BrightWater Medical, Inc., corporation incorporated in the State of Delaware, having a place of business at 816 W. Bennett Ct., Dunlap, IL 61525, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)");

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor do hereby confirm that said Inventor has sold, assigned, transferred, and conveyed unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal, or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor hereby confirms that said Inventor has covenanted and agreed to cooperate with said Assignee to enable said Assignee to enjoy in the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this confirmatory assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants, represents, and covenants that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

RECEIVED AND AGREED TO BY ASSIGNEE: BrightWater Medical, Inc.

Date:

2/1/18

Harry R. SMOUSE

Date:

2/1/18

Signature:

Harry R. SMOUSE

Title: Founder & CEO

CONFIRMATORY PATENT ASSIGNMENT

Docket Number 46581-703

ANNEX A

Application No.	Filing Date	Jurisdiction	Title
61/096,902	09/15/2008	USA	Convertible Nephroureteral Catheter
12/359,946	09/15/2009	USA	Convertible Nephroureteral Catheter
14/159,221	01/20/2014	USA	Convertible Nephroureteral Catheter
PCT/US2014/063758	11/03/2014	PCT	Convertible Nephroureteral Catheter
15/173,436	06/07/2016	USA	Convertible Nephroureteral Catheter