PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5010020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRISTOPHER D. JONES	05/24/2018
SOUMYAJIT BANERJEE MUSTAFI	05/24/2018

RECEIVING PARTY DATA

Name:	SMART SURGICAL, INC.	
Street Address:	3501 WEST ELDER ST.	
City:	BOISE	
State/Country:	IDAHO	
Postal Code:	83705	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15988752

CORRESPONDENCE DATA

Fax Number:

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.

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Correspondent Name: BLAIR D. WALKER

Address Line 1: 24742 SAN DOVAL LANE

Address Line 4: MISSION VIEJO, CALIFORNIA 92691

ATTORNEY DOCKET NUMBER:	SMART.001P1	
NAME OF SUBMITTER:	BLAIR D. WALKER	
SIGNATURE:	/Blair D. Walker/	
DATE SIGNED:	06/15/2018	

Total Attachments: 4

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PATENT 504963273 REEL: 046104 FRAME: 0687

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ASSIGNMENT AND AGREEMENT

WHEREAS, Christopher D. Jones, residing at Eagle, ID; and Soumyajit Banerjee Mustafi, residing at Meridian, ID (hereinafter referred to singly and collectively as "Assignor") have invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to COMPOSITIONS FOR BIOLOGICAL SYSTEMS AND METHODS FOR PREPARING AND USING THE SAME (collectively hereinafter referred to as the "Work") for which United States Non-Provisional Patent Application No. 15/988,752 was filed on May 24, 2018 (hereinafter the "Application");

AND WHEREAS, SMART Surgical, Inc., a Delaware corporation, with its principal place of business at 3501 West Elder St., Boise, ID 83705 (hereinafter the "Assignee"), desires to acquire the entire right, title, and interest in and to the Application and the Work;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges that Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over unto said Assignee, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, and all non-provisional applications claiming priority thereto, including all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights and priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any county or countries foreign to the United States, all extensions, renewals and reissues thereof; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country of countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to Assignee, its successors, legal representatives, and assigns, all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that Assignor will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful paths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

ASSIGNOR DOES HEREBY represent and warrant that (a) Assignor has the full and unencumbered right to sell, assign, transfer, and set over the entire right, title, and interest sold, assigned, transferred, and set over herein to Assignee; (b) Assignor has no obligation to sell, assign, transfer, or set over any right, title,

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or interest herein to an entity other than Assignee; (c) that Assignor has not executed and will not execute any document or instrument in conflict herewith; (d) no consents of any other parties are necessary or appropriate under any agreements regarding the Work, Applications, or Letters Patent described above for the assignment of Assignor's entire right, title, and interest herein to be legally effective; and (e) to the best of Assignor's knowledge, upon consummation of this Agreement, Assignee will have good and marketable title to all the Work, Applications, and Letters Patent described above, free and clear of any and all encumbrances, pledges, security interests, licenses or charges of any nature whatsoever.

Assignor hereby grants to **Blair Walker IP Services**, **LLC** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Agreement.

Assignor understands and agrees that **Blair Walker IP Services**, **LLC** does not personally represent Assignor or Assignor's legal interests, but instead represents the interests of Assignee, and because **Blair Walker IP Services**, **LLC** cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

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PATENT REEL: 046104 FRAME: 0689 Application No.: 15/988,752 Filing Date: May 24, 2018

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Executed this 24 day of MAY 2018.

Christopher D. Jones

Signature before a Notary is desirable but not required.

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Ada)

On the day of da

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Residing at <u>11/20/0/04</u>, <u>71)</u> Commission Expires: 5/4/20

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Executed this <u>A4</u> day of <u>MAY</u>, 2018.

Soumyajit Banerjee Mustaf

Signature before a Notary is desirable but not required.

ACKNOWLEDGMENT

STATE OF IDAHO

} ss:

COUNTY OF __

RECORDED: 06/15/2018

On the Almay of All, before me, the undersigned Notary Public, personally appeared Systematic Instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at ///

Commission Expires:

PATENT REEL: 046104 FRAME: 0691