505098386 09/18/2018

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5145146

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
AUGUSTINE BIOMEDICAL AND DESIGN, LLC	01/09/2009

#### **RECEIVING PARTY DATA**

Name:	HOT DOG INTERNATIONAL LLC		
Street Address:	6581 CITY WEST PARKWAY		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16120816	

#### **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.

Phone: 6124927000 Email: ip@fredlaw.com

**Correspondent Name:** FREDRIKSON & BYRON, P.A. **Address Line 1:** 200 SOUTH SIXTH STREET

Address Line 2: SUITE 4000

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	58103.2.40.7	
NAME OF SUBMITTER: CHARLES D. SEGELBAUM		
SIGNATURE:	/Charles D. Segelbaum/	
DATE SIGNED:	09/18/2018	

#### **Total Attachments: 6**

source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page1.tif source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page2.tif source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page3.tif source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page4.tif source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page5.tif

PATENT 505098386 REEL: 046894 FRAME: 0850

source=58103.2.40.7\_Assignment from Augustine Biomedical to Hot Dog Intl#page6.tif

#### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made as of the 15<sup>th</sup> day of October, 2008, by Augustine Biomedical + Design LLC, a Minnesota limited liability corporation ("Assignor"), and Hot Dog International LLC, a Delaware limited liability corporation ("Assignee").

#### RECITALS

WHEREAS, Assignee and Assignor are parties to a License Agreement dated as of October 15, 2008, (the "Agreement"), pursuant to which, among other things, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Technology (as that term is defined in the Agreement); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor the patents and patent applications listed on the attached Exhibit A ("Patents"), the trademarks, trademark applications and trademark registrations listed on the attached Exhibit B ("Trademarks"), and the copyright applications and registrations listed on Exhibit C ("Copyrights").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the transfer and assignment, of Assignor's entire right, title and interest in and to the: (a) Patents, including the underlying inventions therein, the right to apply for patents in foreign countries in its own name, including the right to claim any priority rights to which such foreign applications are entitled under international conventions, treaties, or otherwise, and all rights to seek and collect damages and other relief for past and future infringements and all proceeds associated therewith; (b) Trademarks, the goodwill of the business associated with such Trademarks, all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith; and (c) Copyrights, including all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith. Assignee is a successor to the business of Assignor to which the Trademarks pertain, which business is ongong and existing. This assignments includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed by its duly authorized officer as of this 9<sup>th</sup> day of January, 2009.

[signature page follows]

Augustine Blomedical + Design LLC
By: Keett O/ty to
Name: Scott D. Hugustine Title: CEO
State ofMinnesota) County ofHennepin)
On 1/9/09, before me, Susan Elaine Schaefer, personally appeared Scott Augustine, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  SUSAN ELAINE SCHAEFER Notary Public State of Minnesota My Commission Expires January 31, 2010

[Signature Page to Intellectual Property Assignment]

4430158.2

# EXHIBIT A PATENTS

## US Patents None

# **US Patent Applications**

Application No.	Filing Date	Title	
60/722,242	9/29/2005	COVER FOR A HEATING BLANKET	
11/537,114	9/29/2006	COVER FOR A HEATING BLANKET	
60/979,632	10/12/2007	DISPOSABLE COVER FOR ELECTRIC HEATING	
WATER AND THE TOTAL PROPERTY OF THE TOTAL PR		BLANKET	
60/979,681	10/12/2007	ELECTRIC WARMING BLANKET FOR LOWER	
		BODY PATIENT WARMING	
12/251,317	10/14/2008	ELECTRIC WARMING BLANKET FOR LOWER	
60/733 106	0/20/2005	BODY PATIENT WARMING  ELECTRIC WARMING BLANKET INCLUDING	
60/722,106	9/29/2005	TEMPERATURE ZONES AUTOMATICALLY	
		OPTIMIZED	
11/537,173	9/29/2006	ELECTRIC WARMING BLANKET INCLUDING	
11/55/,1/5	7,27,2000	TEMPERATURE ZONES AUTOMATICALLY	
		OPTIMIZED	
11/537,212	9/29/2006	ELECTRIC WARMING BLANKET INCLUDING	
		TEMPERATURE ZONES AUTOMATICALLY	
		OPTIMIZED	
60/722,243	9/29/2005	HEATING BLANKET COVER CONSTRUCTION	
		AND METHODS OF MANUFACTURE	
11/537,134	9/29/2006	HEATING BLANKET COVER CONSTRUCTION	
		AND METHODS OF MANUFACTURE	
60/825,573	9/13/2006	HEATING BLANKET SYSTEM	
11/537,189	9/29/2006	HEATING BLANKET SYSTEM	
11/537,199	9/29/2006	HEATING BLANKET SYSTEM	
11/537,222	9/29/2006	HEATING BLANKET SYSTEM	
11/537,179	9/29/2006	HEATING BLANKET SYSTEM	
60/914,557	4/27/2007	HEATING BLANKET WITH DISPOSABLE COVER	
60/722,246	9/29/2005	HEATING BLANKET	
60/829,479	10/13/2006	HEATING BLANKET	
11/872,536	10/15/2007	HEATING BLANKET	
60/895,736	3/19/2007	HEATING BLANKET	
12/050,806	3/18/2008	HEATING BLANKET	
60/885,418	1/18/2007	IDENTIFIER FOR A HEATING BLANKET	
60/979,678	10/12/2007	MULTI-ZONE ELECTRIC WARMING BLANKET FOR UPPER BODY PATIENT WARMING	

Application No.	Filing Date	Title	
12/249,896	10/10/2008	MULTI-ZONE ELECTRIC WARMING BLANKET FOR UPPER BODY PATIENT WARMING	
60/885,422	1/18/2007	SHUT-OFF TIMER FOR A HEATING BLANKET	
12/016,731	1/18/2008	SHUT-OFF TIMER FOR A HEATING BLANKET	
60/938,933	5/18/2007	UPPER BODY HEATING BLANKET	

# Foreign Patent Applications

Country	Application No.	Filing Date	Title
WIPO	US2006/038231	9/29/2006	HEATING BLANKET SYSTEM
AUSTRALIA	2006299636	9/29/2006	HEATING BLANKET
CANADA	2624454	9/29/2006	HEATING BLANKET
CHINA	2006800435115	9/29/2006	HEATING BLANKET
EPO	068159003	9/29/2006	HEATING BLANKET
WIPO	US2006/038232	9/29/2006	HEATING BLANKET
WIPO	US2008/079662	10/10/2008	MULTI-ZONE ELECTRIC WARMING BLANKET FOR UPPER BODY PATIENT WARMING
WIPO	US2008/051443	1/18/2008	SHUT-OFF TIMER FOR A HEATING BLANKET

FOREIGN Patents
None

# $\label{eq:constraints} \mbox{WORLDWIDE TRADEMARK APPLICATIONS/REGISTRATIONS:}$

Trademark	Reg/Appl. No.	Reg/Appl. Date	Country/ Jurisdiction
HOT DOG	3,277,170	08/07/2007	United States
HOT DOG	1,347,410	05/07/2007	Canada
HOT DOG	925616	05/03/2007	International/Wipo
HOT DOG	925616	05/03/2007	Australia
HOT DOG	925616	05/03/2007	European Union
HOT DOG	925616	05/03/2007	Japan
	3,417,163	04/29/2008	United States
	TMA726703	10/23/2008	Canada
(Lingue)	929490	05/09/2007	International/Wipo
	929490	05/09/2007	Australia
(Laire	929490	05/09/2007	European Union
	929490	05/09/2007	Japan

# EXHIBIT C COPYRIGHTS

PATENT REEL: 046894 FRAME: 0857

**RECORDED: 09/18/2018**