### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5070647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SIGNAL MEDICAL CORPORATION	09/22/2015
LOUIS A. SERAFIN, JR. TRUST	09/22/2015

### **RECEIVING PARTY DATA**

Name:	XYLON, LLC
Street Address:	400 PYRAMID DRIVE
City:	MARYSVILLE
State/Country:	MICHIGAN
Postal Code:	48040

### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	10793196
Application Number:	14121159
Application Number:	11401394

### **CORRESPONDENCE DATA**

**Fax Number:** (844)670-6009

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:** 2484337587

**Email:** whurles@dickinsonwright.com

Correspondent Name: WILLIAM J. HURLES

Address Line 1: 2600 W. BIG BEAVER RD. SUITE 300

Address Line 4: TROY, MICHIGAN 48084

ATTORNEY DOCKET NUMBER:	77613-1
NAME OF SUBMITTER:	WILLIAM J. HURLES
SIGNATURE:	/William J. Hurles/
DATE SIGNED:	07/27/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 52** 

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PATENT REEL: 047254 FRAME: 0096

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### ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of September 23, 2015, by and among Signal Medical Corporation, a Michigan corporation, whose office address is 400 Pyramid Drive, Marysville, Michigan 48040, U.S.A. (the "Signal Assignor"), the Louis A. Serafin, Jr. Trust u/a/d October 26, 1992, located at 7240 Lakeshore Road, Lakeport, Michigan 48059, U.S.A (the "Serafin Assignor" and together with the Signal Assignor, the "Assignor"), Xylon, L.L.C., a Michigan limited liability company, whose office address is 400 Pyramid Drive, Marysville, Michigan 48040, U.S.A. ("Assignee") and the Leo A. Whiteside Trust u/a/d December 20, 1987, located at 1000 Des Peres Road, Suite 140, St. Louis, MO 63131 (the "Whiteside Trust"). Signal Assignor, Serafin Assignor, Assignee and the Whiteside Trust are each sometimes referred to herein as a "Party" and, collectively, as the "Parties."

### Recitals

WHEREAS, the Signal Assignor and Serafin Assignor are the owner(s) of certain patents and patent applications as set forth in the attached <u>Schedule A</u>, subject in part to the prior assignments set forth on the attached <u>Schedule B</u>;

WHEREAS, Assignee is desirous of obtaining an assignment of certain patents and patent applications as set forth in the attached Schedule A; and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee is willing to assume from Assignor, in whole part and pursuant to the terms herein, the patents and patent applications, including the aforesaid inventions and properties, which are described and claimed in such applications and patents, and any and all further, national or regional, continuing, continuation, continuation-in-part, divisional, revival, substitute and so forth and the like application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations and Territories and Regions throughout the world, and in Outer Space (collectively, the "Patent Rights") as set forth on Schedule A, attached hereto.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

- 1. Assignment. Assignor, for itself and its successors, assigns or other representatives and so forth under law, hereby assigns to Assignee all the right, title and interest owned by Assignor in and to the Patent Rights, as aforesaid, together with the right to sue for and collect damages for past infringement of said patents and any other infringements of other intellectual properties associated with the Patent Rights, as aforesaid, and further covenants and agrees that it and its successors, assigns or other representatives and so forth under law agree to assist the Assignee and its successors, assigns or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the inventions, the applications and the patents, and any and all patents and/or registrations issuing thereon.
- 2. Advice of Counsel. In executing this Agreement, each party hereto acknowledges that it has consulted with and had the advice of independent legal counsel of its own choosing in negotiations for and preparation of this Agreement and that each party was fully advised by such legal counsel with respect to all rights which are affected by this Agreement.

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- 3. Choice of Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
- 4. <u>Jurisdiction; Venue</u>. The courts of the State of Michigan shall have exclusive jurisdiction to adjudicate any dispute or claim arising out or of in connection with this Agreement. Each party hereby irrevocably and unconditionally submits to the jurisdiction of the courts of the State of Michigan in respect of any proceedings brought in connection with this Agreement. Each party acknowledges and agrees that the courts of the State of Michigan are the most appropriate and convenient courts to settle any such dispute in connection with this Agreement and agree not to argue to the contrary, and waive any objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Agreement.
- 5. <u>Interpretation</u>. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. All the parties are sophisticated, and all the parties have actively participated in and fully negotiated this Agreement. Accordingly, this Agreement shall not be construed for or against either of the parties on the basis of whether one or the other of them drafted or proposed any provision contained herein.
- 6. Entire, Fully Integrated Agreement. This is the entire agreement among the parties with respect to the Assignment. This Agreement includes all of the terms, promises, representations and understandings made by the parties, and it supersedes any earlier written or oral, explicit or implicit, understandings or agreements between the parties. No party hereto nor any of its respective attorneys, advisors or agents has made any promise, representation or warranty, expressed, implied or statutory, not expressly contained or referenced herein, concerning the subject matter of this Agreement, and each party hereby agrees, and knowingly and intentionally waives any right to assert, that the other party has done so in order to induce the other party hereto to execute this Agreement, or for any other purpose. Each party and each signatory to this Agreement acknowledges that such party has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced herein.
- 7. Review of This Agreement. Each party to this Agreement represents and warrants that it has read and fully understands all of this Agreement, that this Agreement is signed freely by each person executing this Agreement on behalf of each of the parties and that each of the parties has made such investigation of the facts pertaining to the settlement, this Agreement and all other matters pertaining thereto as they deem necessary. Each party assumes the risk of mistake as to facts or law.
- 8. Cooperation in Implementation. Each party to this Agreement will cooperate and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration. Further, Assignor agrees to execute and cause to be executed at the request of Assignee, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Patent Rights and Assignor hereby grants Assignee the authority to execute any document, as may be necessary, relating to the Patent Rights in the name of Assignor to obtain and maintain the Patent Rights in the event that Assignor is not readily available.
- 9. <u>Facsimile or Electronic Execution</u>. Signatures to this Agreement transmitted by facsimile or by electronic mail (e-mail) shall be valid and effective to bind the party so signing. Each of the parties agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party hereto, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party hereto shall be bound by its own telecopied or scanned signature and shall accept the telecopied or scanned signature of the other party to this Agreement.

- 10. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.
- 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns; provided, however, the foregoing shall not be deemed or construed to confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.
- 12. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT. TO THE EXTENT THEY MAY LEGALLY DO SO, THE PARTIES HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED IN ACCORDANCE WITH THIS AGREEMENT AND THAT ANY PARTY HERETO MAY FILE THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY AND AGREEMENT TO ABIDE BY THE PROCEDURES SET FORTH HEREIN.
- 13. Power and Authority. Each of the parties, and any person or entity executing and delivering this Agreement on such parties behalf has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by each of the parties have been duly authorized by all necessary legal actions of each such party and, upon execution and delivery thereof, this Agreement constitutes the valid and binding obligation of each party, respectively.
- 14. Amendments. No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- 15. Severability. If any provision or any portion of any provision of this Agreement, or the application of any provision or of any portion thereof, shall be held invalid or unenforceable, the remaining provisions of this Agreement, the remaining portions of any provisions, and the application thereof, shall not be affected thereby and shall remain valid and enforceable.

[The remainder of this page is left blank intentionally, Signature page follows.]

IN WITNESS WHEREOF, the Parties hav authorized representatives as of the date first above	e caused this Agreement to be executed by their duly written.
(a) ASSIGNOR of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395	(a) ASSIGNEE of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395
(b) ASSIGNOR of Patent No. 9,078,754	(b) ASSIGNEE of Patent No. 9,078,754
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
By: Leo A. Whiteside, Managing Member	By: Raj K. Chawla Manager
Acknowledged and Agreed:	
LEO A. WHITESIDE TRUST U/A/D DECEMBER 20, 1987	By: Troy E. McHenry Manager
Leo A. Whiteside, Trustee	By Leo A. Whiteside Manager
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	
By: Martha L. Serafin, Trustee	
(c) ASSIGNOR of Patent Application Nos. 14/121,159; and 14/545,785	(c) ASSIGNEE of Patent Application Nos. 14/121,159; and 14/545,785
(d) ASSIGNOR of Patent No. 8,834,576	(d) ASSIGNEE of Patent No. 8,834,576
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
By: Leo A. Whiteside, Managing Member	By: Raj K. Chawla Manager
AND	Ву:
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992 By:	Troy E. McHenry Manager  By Leo A. Whiteside
Martha L. Serafin, Trustee	Manager

THE STATE OF			
COUNTY OF		_)	
This instrument Chawla in the capacity p	was acknowledg rovided on the S	ed be ignatu	fore me on the 22 <sup>nd</sup> day of September, 2015 by Raj K. are Page hereto.
			Notary Public in and for
			The State of
THE STATE OF			
COUNTY OF		_)	
This instrument McHenry in the capacity	was acknowledg provided on the	ed be Signa	fore me on the 22 <sup>nd</sup> day of September, 2015 by Troy E. ture Page hereto.
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(a) ASSIGNOR of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395	(a) ASSIGNEE of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395
(b) ASSIGNOR of Patent No. 9,078,754	(b) ASSIGNEE of Patent No. 9,078,754
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
Ву:	
Leo A. Whiteside,	By:
Managing Member	By:
Acknowledged and Agreed:	
	By:
LEO A. WHITESIDE TRUST U/A/D DECEMBER 20, 1987	Troy E. McHenry Manager
Ву:	
Leo A. Whiteside,	Ву:
Trustee	Leo A. Whiteside
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	Manager
By: Martha L. Serafin, Trustee	
(c) ASSIGNOR of Patent Application Nos. 14/121,159; and 14/545,785	(c) ASSIGNEE of Patent Application Nos. 14/121,159; and 14/545,785
(d) ASSIGNOR of Patent No. 8,834,576	(d) ASSIGNEE of Patent No. 8,834,576
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
Ву:	By:
Leo A. Whiteside,	Raj K. Chawla
Managing Member	Manager
AND	Ву:
T CATATO E CONTROL A TOTAL CONTROL	Troy E. McHenry
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	Manager
What I	Ву:
By: Martha L. Serafin,	Leo A. Whiteside
Trustee	Manager

THE STATE OF	)
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This instrument was acknowledge Chawla in the capacity provided on the Sig	d before me on the 22 <sup>nd</sup> day of September, 2015 by Raj K. mature Page hereto.
	Notary Public in and for
	The State of
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This instrument was acknowledged McHenry in the capacity provided on the S	d before me on the 22 <sup>nd</sup> day of September, 2015 by Troy E. ignature Page hereto.
	Notary Public in and for
·	The State of
THE STATE OF Michigan	)
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This instrument was acknowledged L. Serafin in the capacity provided on the S	d before me on the 22 <sup>nd</sup> day of September, 2015 by Martha lignature Page hereto.
	Karra A Hubble / Karu a Misse
·	Notary Public in and for StClay
•	The State of Michigan
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COUNTY OF St Chair	
	before me on the 22 <sup>nd</sup> day of September 2015 by Teo A
	Notary Public in and for
	The State of

IN WITNESS WHEREOF, the Parties has authorized representatives as of the date first above	ave caused this Agreement to be executed by their duly ve written.
(a) ASSIGNOR of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395	(a) ASSIGNEE of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395
(b) ASSIGNOR of Patent No. 9,078,754	(b) ASSIGNEE of Patent No. 9,078,754
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
By: Leo A. Whiteside, Managing Member	By: Raj K. Chawla Manager
Acknowledged and Agreed:	·
LEO A. WHITESIDE TRUST U/A/D DECEMBER 20, 1987	By: Troy E. McHenry Manager
By:  Leo A. Whiteside,  Trustee  LOUIS A. SERAFIN, JR. TRUST U/A/D  OCTOBER 26, 1992	By: Leo A. Whiteside Manager
By: Martha L. Serafin, Trustee	
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(d) ASSIGNOR of Patent No. 8,834,576	(d) ASSIGNEE of Patent No. 8,834,576
By: Leo A. Whiteside, Managing Member	By: Raj K. Chawla Manager
AND	By:
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	Troy E. McHenry Manager
By: Martha L. Serafin, Trustee	By: Leo A. Whiteside Manager

THE STATE OF Which Gon	)
COUNTY OF St Clair	
This instrument was acknowled Chawla in the capacity provided on the S	ged before me on the 22 <sup>nd</sup> day of September, 2015 by Raj K. Signature Page hereto.
	Karen A Hubble / Karen a Husble
	Notary Public in and for St (1/6/4)
	The State of White Lines G. A.
THE STATE OF	
COUNTY OF	
This instrument was acknowled McHenry in the capacity provided on the	ged before me on the 22 <sup>nd</sup> day of September, 2015 by Troy E. e Signature Page hereto.
	Notary Public in and for
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This instrument was acknowled L. Serafin in the capacity provided on the	ged before me on the 22 <sup>nd</sup> day of September, 2015 by Martha e Signature Page hereto.
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COUNTY OF	
This instrument was acknowled, Whiteside in the capacity provided on th	ged before me on the 22 <sup>nd</sup> day of September, 2015 by Leo A. e Signature Page hereto.
	Notary Public in and for
	The State of

IN WITNESS WHEREOF, the Parties authorized representatives as of the date first about	have caused this Agreement to be executed by their duly ove written.
(a) ASSIGNOR of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395	(a) ASSIGNEE of Patent Application Nos. 10/793,196; 12/584,482; 13/987,014; 11/657,385; 11/391,823; and 11/401,395
(b) ASSIGNOR of Patent No. 9,078,754	(b) ASSIGNEE of Patent No. 9,078,754
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
Ву:	
Leo A. Whiteside,	By:
Managing Member	Raj K. Chawla Manager
Acknowledged and Agreed:	Salah
·	Ву:
LEO A. WHITESIDE TRUST U/A/D DECEMBER 20, 1987	Troy E. McHenry Manager
Ву:	
Leo A. Whiteside,	Ву:
Trustee	Leo A. Whiteside
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	Manager
Ву:	
Martha L. Serafin, Trustee	
(c) ASSIGNOR of Patent Application Nos. 14/121,159; and 14/545,785	(c) ASSIGNEE of Patent Application Nos. 14/121,159; and 14/545,785
(d) ASSIGNOR of Patent No. 8,834,576	(d) ASSIGNEE of Patent No. 8,834,576
SIGNAL MEDICAL CORPORATION	XYLON, L.L.C.
Ву:	By:
Leo A. Whiteside,	Raj K. Chawla
Managing Member	Manager
AND	Ву:
	Troy E. MicHenry
LOUIS A. SERAFIN, JR. TRUST U/A/D OCTOBER 26, 1992	Manager
	Ву:
By:	Leo A. Whiteside
Martha L. Serafin, Trustee	Manager

THE STATE OF)	
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This instrument was acknowledged be Chawla in the capacity provided on the Signat	efore me on the 22 <sup>nd</sup> day of September, 2015 by Raj K. ure Page hereto.
	Notary Public in and for
	The State of
THE STATE OF California	
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McHenry in the capacity provided on the Sign	efore me on the 22 <sup>nd</sup> day of September, 2015 by Troy E. ature Page hereto.
SUMIE BRANCH Commission # 1984771	Sumic Branch
Notary Public - California  Orange County  My Comm. Expires Aug 7, 2016	Notary Public in and for Ovange County  The State of California
My Comm. Expires Aug 7, 2016	The State of California
THE STATE OF	
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This instrument was acknowledged be L. Serafin in the capacity provided on the Sign	efore me on the 22 <sup>nd</sup> day of September, 2015 by Martha ature Page hereto.
	Notary Public in and for
	The State of
THE STATE OF	
COUNTY OF	
	fore me on the 22 <sup>nd</sup> day of September, 2015 by Leo A. ature Page hereto.
	Notary Public in and for
	The State of

### Schedule A

[See attached Summary of Intellectual Property dated September 21, 2015 (v4.0)]

### Schedule B

[See attached Schedule of Prior Intellectual Property Assignments]

### Schedule B

[See attached Schedule of Prior Intellectual Property Assignments]

Assignment of IP (No. 1)



### UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 30, 2004

C. RUDY, ESQ. LAS/POW-60X 209 HURON AVE., STE. 8 FORT HURON, MI 48060

PTAS

AND TRADEMARK OFFICE UNITED STATES PATENT NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REPLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/04/2004

REEL/FRAME: 015054/0416

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS)

ASSIGNOR:

SERAFIN, LOUIS A., JR.

DOC DATE: 03/03/2004

ASSIGNOR:

JERRY, GERALD J., JR.

DOC DATE: 03/03/2004

ASSIGNEE:

SIGNAL MEDICAL CORPORATION

3777 LAPEER ROAD UNIT 3-C

PORT HURON TOWNSHIP, MICHIGAN 48060

SERIAL NUMBER: 10793196

PATENT NUMBER:

FILING DATE: 03/04/2004

ISSUE DATE:

TITLE: CERAMIC-IMPREGNATED PLASTIC

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.bspto.gov

015054/0416 PAGE 2

LENELL MACKALL, SUPERVISOR ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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### **ASSIGNMENT**

Whereas, Inventor(s): Louis A. Serafin, Jr. of 3315 Berry Dr., Lakeport, MI 48059; and Gerald J. Jerry, Jr. of 2009 N. River Rd., St. Clair, MI 48079, has(have) invented certain new and useful improvements in a CERAMIC-IMPREGNATED PLASTIC for which an application for Letters Patent of the United States of America (Attorney Docket No. LAS/POW-60X) is executed on even date hereto;

And whereas, Assignee: <u>SIGNAL MEDICAL CORP.</u>, a <u>corporation of the State of Michigan</u>, and having an address of <u>3777 Lapeer Rd.</u> <u>Unit 3-C.</u> <u>Port Huron, MI 48060</u>, is(are) desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said named Inventor, by these presents do sell, assign and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) described and claimed in such application and any and all further, continuing, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations and Territories throughout the world, and Outer Space.

I, the said named Inventor, hereby also agree and covenant to assist the said Assignee, assigns, heirs, or other representatives and so forth under law of the said Assignee, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any patent(s) issuing thereon.

In witness whereof, I hereunto set my hand and affix my seal at [indicate place] Port Huron, Michigan, U.S.A.

Louis A. Serafin, Jr.

Date: 3/3/04

Date: 3/3/04

NOTARIZATION

State of Michigan )
SS.
County of St. Clair)

Before me on this <u>J.J.</u> day of <u>March</u>, 2004, A.D., personally came the said <u>Louis A. Serafin, Jr., and Gerald J. Jerry, Jr.</u>, each known to me and each of whom acknowledged the foregoing instrument to be his free act and deed.

Mayou & Connor Notary Public

MARJORIE J. CONNOR Notary Public, 3: Clair Sounty, MI My Commission Expires May 2, 2005

**PATENT** 

REEL: 047254 FRAME: 0115

Assignment of IP (Nos. 2a, 2b and 2c)



### UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE OR INTH DECICAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADESIANX OF FICE

JUNE 13, 2008

PTAS - MT

CHRISTOPHER JOHN RUDY LASCIPCI-773 209 HURON AVE., STE. 8 PORT HURON, MICHIGAN 48060

RECEIVED JUN 2 0 2008 CAR

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RECORDATION DATE: 06/11/2008

REEL/FRAME: 021090/0664

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SERAFIN, JR., LOUIS A.

DOC DATE: 04/22/2008

ASSIGNOR -

STOUSE, LEE ALLEN

DOC DATE: 04/14/2008

ASSIGNOR:

WHITESIDE, LEO A.

DOC DATE: 04/22/2008

ASSIGNOR:

BURLINGAME, NICHOLAS H.

DOC DATE: 05/06/2008

ASSIGNEE:

SIGNAL MEDICAL CORPORATION 400 PYRAMID DRIVE MARYSVILLE, MICHIGAN 48040

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspro.gov

021090/0664 PAGE 2

ASSIGNEE: SERAFIN, JR., LOUIS A. 3315 BERRY DRIVE LAKEPORT, MICHIGAN 48059

SERIAL NUMBER: PATENT NUMBER: PCT NUMBER: US8002768 TITLE:

FILING DATE: ISSUE DATE:

ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

Whereas, Inventor(s): SERAFIN, JR., Louis A., 3315 Berry Drive, Lakeport, Michigan 48059 (US); STOUSE, Lee Allen, 2698 Canfield Trail, Brighton, Michigan 48114 (US); WHITESIDE, Leo A., 14825 Sugarwood Trail, Chesterfield, Missouri 63017 (US); and BURLINGAME, Nicholas H., 6066 South Road, Belmont, New York 14813 (US) -- has/have invented certain new and useful improvements in a METAL/ALLOY COATED CERAMIC, for which an international patent application was filed on 01 March 2008 as application No. PCT/US2008/002768 (Docket No. LASCTPCT-773);

And whereas, <u>SIGNAL MEDICAL CORPORATION</u>, a corporation of the <u>State of Michigan (US)</u>, with an address of <u>400 Pyramid Drive</u>, <u>Marysville</u>, <u>Michigan 48040 (US)</u>, hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

- I, the said Inventor, <u>Louis A. SERAFIN</u>, <u>JR.</u>, mindful of agreements made by a <u>LICENSE AGREEMENT</u> with Zimmer, Inc., P.O. Box 708, Warsaw, Indiana 46582-0708 (US), for a certain total knee joint component rotational knee with a depending post extending from the femoral component to an opening in the tibial tray, which at the time was identified or may have been known by the term, "Salvage Knee," which agreements were agreed to be made applicable to a total knee joint component rotational knee with a depending post extending from the femoral component to an opening in the tibial tray disclosed within the above mentioned application by subsequent letters, discussions, approvals and behaviors, by these presents do sell, assign and transfer unto the said Assignee, an entire part right, title and interest, only retaining a right, title and interest sufficient to honor the aforesaid <u>LICENSE</u> <u>AGREEMENT</u> and subsequent agreement, in and to the invention(s) —
- I, the said named Inventor, <u>Lee Allen STOUSE</u>, by these presents do sell, assign, and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) --
- I, the said named Inventor, <u>Leo A. WHITESIDE</u>, by these presents do sell, assign, and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) --
- and I, the said named Inventor, <u>Nicholas H. BURLINGAME</u>, by these presents do sell, assign, and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) --

which is (are) described and claimed in such application and any and all further, national or regional, continuing, continuation, continuation-in-part, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations, Regions and Territories throughout the world, and in Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignee, its/his/her assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the

of

Louis A. SERAFIN, JR. Lee Allen STOUSE Leo A. WHITESIDE Nicholas H. BURLINGAME

to SIGNAL MEDICAL CORPORATION

Page 2 of 3

i r

invention(s), the application(s), and any patent(s) and/or registration(s) issuing thereon.	
In witness whereof, I hereunto set my hand and affix my sea	1.:
Afon (L.S.)	
Louis A SERAFIN, JR. P Date: 22 PDR P Place: par High MI	
NOTARIZATION	
State of Michigan ) SS. County of St. Clair)	
Before me on this 22ml day of Qpuil , 2008, personally came the said Louis A. SERAFIN, JR., known to me, whacknowledged the foregoing instrument to be his free act and december of the said december	o i
SEAL Tharparic & Connar Notary Public	
Lee Allen STOUSE Date:  BRIGHTON, MICHGAN  Mariorie I Connor, Notary Public Stars of Michigan, County of St. Clar.  My Commission Expires 5/2/2013  Att. Clar.  Clar.  Stars of Michigan, County of At. Clar.  Att. Clar.  Place:  BRIGHTON, MICHIGAN  NOTABLE AND	1
NOTARIZATION State of Michigan	
County of Livingsion ss.	
Before me on this 141 day of Apail , 2008, personally came the said <u>Lee Allen STOUSE</u> , known to me, who acknowledged the foregoing instrument to be his free act and dec	A.D.,
SEAL Melles Blankeusly. Notary Public	

of

Louis A. SERAFIN, JR. Lee Allen STOUSE Leo A. WHITESIDE Nicholas H. BURLINGAME

to SIGNAL MEDICAL CORPORATION

Page 3 of 3

Leo A. WHITESIDE (L.S.)
Date:
Place: Delouis, Missoulo

	Date: 4-04-08
	Place: Octobio S. Missouri
	NOTARIZATION
State of Misso	·
County of St.L.	ss. sui5)
bersonally came	on this <u>24</u> day of <u>APril</u> , 2008, A.D., e the said <u>Leo A. WHITESIDE</u> , known to me, who he foregoing instrument to be his free act and deed.
SEAL	Notary Public
ANGELIA SIMMEROCK Notary Public - Notary Seal State of Missouri ommissioned for Jefferson County Commission Expires: March:23, 2012 Commission Number: 08383396	Nicholas H. BURLINGAME Date: 5/6/06 Place: BANK, PHERED NEW YORK
	NOTARIZATION
State of New Yo	
county of Ull	gang ss.
Before me of personally came acknowledged the SEAL	the said Nicholas H. BURLINGAME, known to me, who e foregoing instrument to be his free act and deed.
	Notary Public

DENISE HULTS

Hotary Public, State of New York

Qualified in Stateber Craimby

No. 01HU6170994

Commission Expires July 18, 2011

Assignment of IP (No. 3)



U.S. DEPARTMENT OF COMME!

13/987014 06/25/2013

U.S. PTO

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07/03/2013

Fали PTO-1595 (Rev. 07/05) ЭМВ No. 0651-doz7 (exp. 6/10/2008)

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To the Director of Use U.S. Palent and Tri

Name of conveying party(les)

103659925

documents or the new address(es) belo COPIES (not returned

dress of receiving party(iss)

Name: Signal Medical Corporation

# UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMENCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMINE OFFICE.

Ξ
20
12,
>

CHRISTOPHER JOHN RODY, ESO. CERANTIB-890 209 HURON AVE., STE. 8

PORT RUNON, MI 48060



NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT UNITED STATES PATENT AND TRADEMARK OFFICE

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PÜEASE SEMÜ REQUEST EGR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOF: ASSIGNARNY SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313. FING ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT \$11-272-3356. PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD

RECORDATION DATE: 06/25/2013

REEL/FRAME: 030773/0001 NUMBER OF PAGES: 3 BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SERAFIN, JR., LOUIS A.

DATE: 06/25/2013

g

ASSIGNEE

SIGNAL MEDICAL CORPORATION MARYSVILLE, MICHIGAN 48040 400 PYRAMID DRIVE

APPLICATION NUMBER: 13967014 PATENT NUMBER: LITLE:

FILING DATE:

JOANN STEWART-WOOD, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

X This document is being filed together with a new applies Additional name(s) & address(es) attached? Yes None required (government interest not affecting Authorized to be charged to deposit account 7. Total fee (37 CFR 1.24(h) 8.3.41) \$40.00 6. Total number of applications and patents X Authorized to be charged by credit card Street Address: 400 Pyramid Brive |X Enclosed (W/in PT0-2038) 8. Payment information City: Marysville Involved: One (1 Additional numbers attached? The X No Internal Address; Country: USA State: MI USPTO Reg. No. 31,873, Additional name(s) of conveying party(les) =thached? Tres [X] No Change of Name Execution Dale(s) June 25, 2013 A.D. 5. Name and address to whom correspondence Executive Order 9424, Confirmatory License Street Address: 209 Huron Ave., Ste. 8 Christopher John Rudy, USPTO Reg. Name of Person Signing Name: Christopher John Rudy, Esn 3. Nature of conveyance/Execution Date(s Zip: 48060 2018-890 Merger concerning document should be mailed: 4. Application or patent number(s): Government Interest Assignment Phone Number: (810) 982-4221 (810) 982-5336 Uont Research Agreement Louis A. Serafin, Jr. Rhistopler A. Patent Application No.(s) Security Agreement CHY: PORT HURON Internal Address: X Assignment 9. Signature; '( Email Address: Fax Number Other State: MI

B. Palent No.(s)

Decuments to be recorded (naturaling gover sheet) should be faced (57.9) \$73-0540, or mallog fat.

Total number of pages including cover Sheel, allachments, and documents.

803

June 25

Last 4 Numbers 4001 Expiration Date 12/2015

a. Credit Card Last 4 Numbers

 Deposit Account Number Authorized User Name

P.O. Box-1450, Alexendrie, Virginia 22313 - 1450 - www.ushto.go/

Whereas, Inventor(s): Louis A. Serafin, Jr. of 7240 Lakeshore Road, Lakeport, Michigan 48059, has invented certain new and useful improvements in a CERAMIC ANTIBACTERIAL, for which an application for letters patent of the United States of America, i.e., U.S.A., Attorney Docket No. Cerantib-890, is executed on even date hereto;

And whereas, <u>Signal Medical Corporation</u>, with an address of <u>400</u> <u>Pyramid Drive</u>, <u>Marysville</u>, <u>Michigan 48040</u>, hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one U.S.A. dollar (\$US 1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said named Inventor, by these presents do sell, assign and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) described and claimed in such application and any and all further, continuing to include continuation, continuation—in—part and divisional, revival, substitute and so forth application(s), whether in the U.S.A. directly, as an international Patent Cooperation Treaty application, or in any other Local, National or Regional Office and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in or for the United States of America and her Territories and Possessions, in or for and all other Localities, Nations, Territories and Regions throughout the world, and in or for Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignee, its assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any registration(s) or patent(s) issuing thereon.

In witness whereof, I hereunto set my hand and affix my seal: \_ (L.S.) seratin, Jr. 25 June 2013 Louis A. Date: Place: Place: State of Michigan State of SS. SS. county of St Clark County of Before me on this day Before me on this Qunc , 2013, A.D., personally came the said personally came the said Louis A. Serafin, Jr., who is known to me, and who acknowledged known to me, who acknowledged the foregoing instrument to be his or the foregoing instrument to be his free act and deed. her free act and deed.  $\mathcal{C}_{\mathcal{A}_{p^{\prime}}}$ Notary Public Muguel SEAL : SEAL Notary Public

CATHY L. MUGRIDGE, Notary Public State of Michigan, County of St. Clair My commission expires 12/26/2015

Acting in the County of St. C. 1910

### ASSIGNEE ACCEPTANCE

<u>Signal Medical Corporation</u>, Assignee from Inventor(s) <u>Louis A.</u>
<u>Serafin, Jr.</u> of the property related to the invention entitled <u>CERAMIC ANTIBACTERIAL</u>, as indicated in the attached <u>ASSIGNMENT</u> dated <u>ASSIGNMENT</u> dated <u>ASSIGNMENT</u> to bind the Assignee, hereby accepts the said <u>ASSIGNMENT</u> of the said Inventor(s).

In witness whereof, I hereunto set my hand and affix my seal:

Name: Louis A. Serafin, Jr.

Title: P

Date:

President 2013

NOTARIZATION

State of Michigan

ss.

county of St. Clark

Before me on this 25 day of 0, 2013, A.D. personally came the said Louis A. Serafin, Jr., known to me, who acknowledged the foregoing instrument to be his free act and deed.

SEAL

Notary Public Muguda

CATHY L. MUGRIDGE, Notary Public State of Michigan, County of St. Clair My commission expires 12/24/2015
Acting in the County of 31. CIAIR

Assignment of IP (Nos. 4 thru 11b)

TO:C, RUDY, ESQ. COMPANY:LASCER-60X/LASCER-60X-US



### UNITED STATES PATENT AND TRADEMARK OFFICE

LINERA SECRETARY OF COMMERCE FOR HITELECTURE PROPERTY IN: DIRECTOR OF THE LINERS BRATES PATENT AND TRACEMENT COPICE

OCTOBER 15, 2007

PTAS

C. RUDY, ESQ. LASCER-60X/LASCER-60X-US 209 HURON AVE., #8 PORT HURON, NI 48060

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RECORDATION DATE: 10/12/2007

RESL/FRAME: 019962/0189

NUMBER OF FAGES: 3

ERIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SERAFIN, JR., LOUIS

DOC DATE: 09/07/2007

ASSIGNOR:

JERFY, JR., GERALD J.

DOC DATE: 09/10/2007

ASSIGNOR:

PURLINGAME, NICHOLAS H.

DOC DATE: 03/07/2007

ASSIGNEE:

XYLON, L.L.C.

400 FYRAMID DR. MARYSVILLE, MICHIGAN 48040

FILING DATE: 09/07/2005

SERIAL NUMBER: 11220997 PATENT NUMBER: TASUE DATE:

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.instro.cov

UDETO

10/15/2007 d:18:37 PM PAGE 3/009

TO: C RUDY, ESQ. COMPANY: LASCER-SOX/LASCER-SOX-US

TITLE: CERAMIC MANUFACTURES

019962/0189 PAGE 2

SERIAL NUMBER: PATENT NUMBER:

PCT NUMBER: US0406908 TITLE: CERAMIC MANUFACTURES FILING DATE: 03/05/2004

ISSUE DATE:

ANTIONE ROYALL, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

SEPROTHERS 12:24 PM CHRISTOPHER J RUDY

810 982 **533**6

P.82

### **ASSIGNMENT**

Whereas, Invantor(s): Louis & Sarafin, Jr. of 3315 Barry Drive.
Lakeport. HI 48059, U.S.A., Garald J. Jerry. Jr. of 2009 North River
Road. St. Clair. MI 48079, U.S.A., and Nicholas H. Burlingame of 6066
South Boad. Belmont. My 14813, U.S.A., has/heve invented certain new
and useful improvements in CHRANIC MANUFACTURES, for which an
international PCT patent application, No. PCT/US2004/D06908, was filed
on March 5. 2004 (with applications based on it filed in Australia,
No. 2004220540; Canada, No. 2,517,623; Europe, No. 04718112.8; and
Japan. No. 2006-509209) and for which a continuation-in-part patent
application from and with the disclosure of the aforesaid PCT patent
application was filed in the United States of America (U.S.A.) as
application No. 11/220,997 on September 7, 2005;

And whereas, XYLON, L.L.C., a limited liability corporation of the State of Michigan, with an address of 400 Pyramid Drive, Marysville, MI 48040, U.S.A., hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

- I, the said named Inventor, Louis A. Serafin. Jr., mindful of agreements made by a LICENSE AGREEMENT with 2 image, Inc., P.O. Box 708 Wareaw, IN 46582-0708, U.S.A. for a certain total knee joint component rotational knee with a depending post extending from the femoral component to an opening in the tibial tray, which at the time was identified or may have been known by the term, "Salvage Knee," by these presents do sell, assign and transfer unto the said Assignes, an entire part right, title and interest, only retaining a right, title and interest sufficient to honor the aforesaid LICENSE AGREEMENT, in and to the invention(s) -
- I, the said named Inventor, Garald J. Jerry. Jr., by these presents do sell, assign and transfer unto the said Assignes, my entire right, title and interest in and to the invention(s) -
- and I, the said named Inventor, Nicholas H. Burlingame, by these presents do sell, assign and transfer unto the said Assignes, my entire right, title and interest in and to the invention(s) -

which is (are) described and claimed in such applications and any and all further, national or regional, continuing, continuation, continuation—in-part, divisional, revival, substitute, and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations, Regions and Territories throughout the world, including Australia, Canada, Europe and her member Nations, and Japan, and in Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignes, its/his/her assigns, heirs, or other

7th, 2007.

SEAL

Marjorie J. Connor Oct.

SEP-87-2087 12:24 PM CHRISTOPHER J RUDY

810 982 5336

P. DX

### ASSIGNMENT

OF

Louis A. Scrafin, Jr. Garald J. Jerry, Jr. Nicholas H. Burlingama

TO

XYLON, L.L.C.

### PAGE 2 OF 2

representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any and all patent(s) and/or registration(s) issuing thereon.

In witness whereof, I hereunto set my hand and affix my seal! . Serafin, Jr. 30rry//3r. Garald J. Micholas H. Burlingame Date: / September 7. 2007 Date: 2007 Date: Sentember 7, 2007 Place: Port Huron Place: Port /Win MI Placer Alfred. NOTARIZATION FOR LAS: NOTARIZATION FOR GJJ: NOTARIZATION FOR HHB: State of Michigan State of Michigan State of New York ) SS. SE. County of St. Clair) County of St. Clair) County of Allegany) Before me on this Before me on this 10/4 day of WOUNDL, 2007, day or 2007. day of September, 2007. personally came said personally came said personally came said LOUIS A. BETATION OF Gerald J. Jerry, Jr., Nicholas H. Burlingame, known to me, and who acknowledged the foreknown to me, and who acknowledged the fore-going instrument to be known to me, and who acknowledged the foregoing instrument to be going instrument to be his free act and dead. his free act and deed, his free act and deed. Marjane J. Connor DENISE HULTS Molery Public, State of New York Chalified in Stanball County Milifold & Connor, Mickey Public SEAL DOMMA JEAN GLENN SEAL State of Michigan, County of St. Clair No. 01HU8170994 NOTARY PUBLIC, STATE OF W My Commission Expires May 16, 2011 listy Commission Expires 5/2/2011 sting in the County of COUNTY OF ST CLAIR MY COMMISSION EXPIRES URLES COMMISSION EXPIRES COMISSION EXPIRES COMISSION EXPIRES COMISSION EXPIRES COMISSION EXPIRES ACTING IN COUNTY OF SAL \*The said Louis A. Serafin, Jr. Notary Public Notary Public personally came before and acknowledged as said on September

### NOTICE OF ACCEPTANCE OF ASSIGNMENT

By an Assignment dated Aseptember, 2007, co-applicant Louis A. Serafin, Jr. did assign a part interest in his rights, title and interest in Australian Patent Application No. 2004220540 to Xylon, L.L.C, and co-applicants Gerald J. Jerry, Jr and Nicholas H. Burlingame did assign all their rights, title and interest in Australian Patent Application No. 2004220540 to Xylon, L.L.C., and we hereby confirm that assignment and our coproprietorship of the said Australian Patent Application Number.

DATED this 27th day of NOVEMBEZ, 2007.

\*Assignment of Australian No. 20044220540 Via PCT/US2004/006908, as with Canadian No. 2,517,623; European No. 84718112.8 and Japanese No. 2006-509209; with an

equivalent assignment of United States of America No. 11/220,997 thereby

Executed by the said Xylon, L.L.C.

in accordance with the laws of its incorporation

By:

0009g(1029914\_1):ZMI

Assignment of IP (No. 12)



### United States Patent And Trademark Office

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 19, 2015

PTAS

CHRISTOPHER JOHN RUDY CER-CER-704

209 HURON AVE., STE. 8 PORT HURON, MICHIGAN 48060 PORTUNITYEMPLOYER 23 JUN '15

\$ 00.485

JUN 23 2015 0004244945 MAILED FROM ZIP CODE 2231

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RECORDATION DATE: 06/08/2015

REEL/FRAME: 035857/0686

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SERAFIN, LOUIS A. JR.

DOC DATE: 04/03/2006

ASSIGNOR:

BURLINGAME, NICHOLAS H.

DOC DATE: 04/06/2006

ASSIGNEE:

SIGNAL MEDICAL CORPORATION

400 PYRAMID DR.

MARYSVILLE, MICHIGAN 48040

APPLICATION NUMBER: 11401394

FILING DATE: 04/10/2006

ISSUE DATE:

PATENT NUMBER: TITLE: HARDER-SOFTER HARD SUBSTANCE ARTICULATION FOR ARTHROPLASTY

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV

PATENT

REEL: 047254 FRAME: 0131

Whereas Inventor(s): Louis A. Serafin, Jr. of 3315 Berry Drive, Lakeport, MI 48059, Nicholas H. Burlingame of 6066 South Road, Belmont, NY 14813, and Gerald J. Jerry, Jr. of 2009 North River Road, St. Clair, MI 48079, has/have invented certain new and useful improvements in a MARDER-SOFTER HARD SUBSTANCE , for which an application for letters patent of the United States of America is executed on even date (Attorney Docket No. CER-CER-704); and whereas Signal Medical Corporation, a corporation of the State of Michigan, with an address of 400 Pyramid Drive, Marysville, MI 48040, hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said named Inventor, by these presents do sell, assign and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) described and claimed in such application and any and all further, continuing, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations and Territories throughout the world, and Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignee, its/his assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any patent(s) issuing thereon.

in witness whereof, I hereunto set my hand and affix my seal:

(L.S.) \_Serafin, Jr

NOTARIZATION for LAS:

State of Michigan county of St. Clair)

Before me on this 3ml day of april , 2006 personally came said Louis A. Serafin, Jr., known to me, who acknowledged the foreqoing instrument as his free act and deed.

SEAL Marjone & Connor Notary Public

> Marjons J. Connor, Notary Public State of Michigan, County of St. Cla My Commission Expires 5/2/20 1 Acting in the County of

Nicholas H., Burlingame

NOTARIZATION for NHB:

State of New York ) SS.

County of Allegany)

Before me on this 6th day of Dage! day of April , 2006 personally came said Nicholas H. Burlingame, known to me, who acacknowledged the foregoing instrument as his free act and deed.

SEAL ( Motary Public

> ROSEMARIE MARKS, Notary Public State of New York, Allegany County My Commission Expires 631 Official No. 4621900

\*Decl'n /s/GJJ Jr. 3/30/06

(L.S.) Gerald J. Jerry, Jr.

NOTARIZATION for GJJ:

State of Michigan ) SS.

County of St. Clair)

Before me on this , 2006 day of personally came said Gerald J. Jerry, Jr., known to me, who acknowledged the foregoing instrument as his free act & deed.

SEAL

Notary Public

Assignment of IP (No. 13)

improvements in a METAL/ALLOY ON CERRANIC CONTING, for which a U.S. regular utility patent application was filed on January 24, 2007 as application No. 11/627.185; and Whereas SIGHE MEDICAL CORPORATION. a corporation of the State of Michigan, U.S.A., with an office address of 400 Persanid Dr. Marksville, NI 48040, U.S.A., hereinaffer. Assignee, is desirous of acquiring the above-identified property: Louis A. Seratin. Jr. of 1515 Berry Drive lakeport, MI 48059; Gerald J. Jerry, Jr. of 2009 North River Road, St. Clair, MI 48075; Nicholas H. Bullingame of 6666 South Road, Belmont, NY 14811; and Lee Allen Stouse of 2598 Canfield Trail. Brioton, MI 48114, has/have invented certain new and useful Whereas Inventor(s):

Now therefore, in consideration of the sum of one dollar (\$1:00) and other good and valuable consideration, the receipt of which is hereby acknowledged it, the said named inventor, by these presents do sell, assign and transfer unto the said Assignae, my entire right, title and interest in and to the invention(s), which is(are) described and claimed in such applications and all further, national or regional, continuing, continuation, continuation—in-part, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s) granted for the same, and support the world, and in other Nations and Territories and Regions throughout the world, and in other Nations and Territories and Regions throughout the world, and in other Space. I, the said Inventor furthernore, hereby agree and covenant to assist the said Assignee, its/his/her assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the registration(s) issuing thereon.

co. of LIVINGSTIM personally known to me, who acknowledged the above instrument Before me, this State of Mich. came said tee Stouse, NOTARIZATION: ff withess whereof, I hereunto set my hand and affix my seal: STOUSE as his Date: Allen 4mday of \$cot. , 2000 200 200 200 Bicholas H. Burlingame, SS known to me, who acknowledged the above instrument as his free act WEALTH F. E. Nicholas H. BURLINGANE DAte: 94/03 Co. of Allegany Before me, this NOTARIZATION: State of N.Y. J. Jerry, Jr., known to me, who acknowledged the SS. Co. of St. Clair came said Gerald above instrument as his free act and deed. personally Before me, this State of Mich. NOTARIZATION: Gerald J. JERRY, JR. day of Date: Date: 76 446 2008 Zza day of Quantity 2008, personally came said Louis SS Co. of St. Clair Known to me, who acknowledged the above instrument as his free act and deed. A. Serafin, Jr., this State of Mich. NOTARIZATION: Before me,

METAL/ALLOY ON CERAMIC COATTNG

(#

The specification of that application is incorporated herein by patent application No. US60/762,271 filed on Jan. 26, 2006 A.D. This claims benefits under 35 USC 119(e) of provisional reference in its entirety.

### FIELD OF THE INVENTION

This invention concerns metal or metal alloy coating of or on article of manufacture can be coated with metal or metal alloy. For instance, a ceramic prosthetic implant or other ceramic.

## BACKGROUND TO THE INVENTION

In certain instances, it may be desirable to provide a porous If the implant were of ceramic such a coating may be A typical porous coating is of metal such as a vapor deposited coating to an implant for ingrowth of tissue, for example, may be provided, but doubts as to its efficacy tantalum.

ceramic acetabular cup with metal coating. A drawback with such Chamier et al., patent No. US 6,319,285 B2, discloses a a disclosure, however, includes narrow applicability

157/6

Thus, some jet engine parts may have ceramic coatings, and Bekki et al., U.S. patent No. 5,007,932, discloses an artificial bone joint, which may employ metal to form the body, and the surface Also, certain metal components may have ceramic coatings. may be coated with ceramics. It would be desirable to amaliorate if not overcome problems It would be desirable, moreover, to improve the art and/or provide alternatives thereto or drawbacks in the art.

LASCOAT-730

IOTAM PUBLIC - STATE OF MICHIGA COUNTY OF LIMINGS TON MY COMMISSION EXPRESS TANDED 13

and deed.

and deed

Acting in the County of

PUSEMANUE BRODGE, KORNY PADHE BER OF HOW YOLK, AMERIN COUNTY ONCINTA NO THE STORES MY CORDINATION EXPRES 12/3/2010

SEAL ARTHUR LAND

Not. Public

SEAL Therisair &

Tin Dis Carety of

Assignment of IP (No. 15)



### UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commence for Interlectual Property and Director of the United States Patent and Trademark Office

JUNE 07, 2006

PTAS

\*103212125A\*

C. RUDY, ESQ. BORE-699 209 HURON AVE. #8 PORT HURON, MI 48060

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 5.71-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH; P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/29/2006

REEL/FRAME: 017738/0102

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SERAFIN, JR., LOUIS A.

DOC DATE: 03/27/2006

ASSIGNOR:

BURLINGAME, NICHOLAS H.

DOC DATE: 03/28/2006

ASSIGNEE:

SIGNAL MEDICAL CORPORATON 400 PYRAMID DR. MARYSVILLE, MICHIGAN 48040

SERIAL NUMBER: 11391823

PATENT NUMBER:

TITLE: IMPLANT BORE INSERT

FILING DATE: 03/29/2006

ISSUE DATE:

\$ 00.300

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

017738/0102 PAGE 2

JEEVON JONES, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

Whereas, Inventor(s): Louis A. Serafin, Jr. of 3315 Berry Drive, Lakeport, MI 48059, and Nicholas H. Burlingame of 6066 South Road, Belmont, NY 14813, has/have invented certain new and useful improvements in an IMPLANT BORE INSERT, for which an application for letters patent of the United States of America is executed on even date (Attorney Docket No. BORE-699);

And whereas, Signal Medical Corporation, a corporation of the State of Michigan, with an address of 400 Pyramid Drive, Marysville, 48040, hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said named Inventor, by these presents do sell, assign and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) described and claimed in such application and any and all further, continuing, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations and Territories throughout the world, and Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignee, its/his assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any patent(s) issuing thereon.

witness whereof, I hereunto set my hand and affix my seal: \_ (L.S.) Serafin, Jr. Bouis A MAROG NOTARIZATION for Dr. Serafin: State of Michigan County of St. Clair)

Before me on this 277H day of <u>March</u>, 2006, A.D., personally came the said Louis A. Serafin, Jr., known to me me, who acknowledged the foregoing instrument to be his free act and deed.

Marjarie SEAL Notary Public

> Marjoria J. Connor, Notary Public State of Michigan, County of St. Cla My Commission Expires 6/2/2011 Acting in the County of

Wicholas H. Burlingame  Date: 3/28/06	L.S.)
NOTARIZATION for Dr. Burling	ame:
State of New York	ý

SS. County of Allegan

Before me on this of of march \_\_\_, 2006, A.D., personally came the said Nicholas H. Burlingame, known to me, who acknowledged the foregoing instrument to be his free act and deed.

SEAL

Notary Public

KIMBERLY J. FRANCISCO Notary Public, State of New York No. 01FR500314 Oual, ad in Allegany County Commission Expires County

Assignment of IP (No. 16)

Whereas Inventor(s): Louis A. Serafin, Jr. of 3315 Berry Drive, Lakeport, MI 48059, Nicholas H. Burlingame of 6066 South Road, Belmont, NY 14813, and Gerald J. Jerry, Jr. of 2009 North River Road, St. Clair, MI 48079, has/have invented certain new and useful improvements in an IMPLANT BODY WITH RING, for which an application for letters patent of the United States of America is executed on even date (Attorney Docket No. RING-703); and whereas Signal Medical Corporation, a corporation of the State of Michigan, with an address of 400 Pyramid Drive, Marysville, MI 48040, hereinafter, Assignee, is/are desirous of acquiring the above-identified property;

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said named Inventor, by these presents do sell, assign and transfer unto the said Assignee, my entire right, title and interest in and to the invention(s) described and claimed in such application and any and all further, continuing, divisional, revival, substitute and so forth application(s), and registration(s) and patent(s) granted for the same, and any and all re-examination, re-issue, extension, and so forth application(s) and patent(s), in the United States of America and her Territories and Possessions, and all other Nations and Territories throughout the world, and Outer Space.

I, the said Inventor, furthermore, hereby agree and covenant to assist the said Assignee, its/his assigns, heirs, or other representatives and so forth under law, by signing all lawful documents, and providing all lawful testimony, to support the invention(s), the application(s), and any patent(s) issuing thereon.

In witness whereof, I hereunto set my hand and affix my seal: \*Decl'n /s/GJJ J:

Louis A Serafin, Jr.
Date: 3 Aprolo

NOTARIZATION for LAS:

State of Michigan )
SS.
County of St. Clair)

Before me on this 3rd day of April , 2006 personally came said Louis A. Serafin, Jr., known to me, who acknowledged the foregoing instrument as his free act and deed.

SEAL Maijaire X. Comus Notary Public

Marjoria J. Connor, Notary Public State of Michigan, County of St. Clair My Commission Expires 5/2/2011 Acting in the County of Nicholas H, Burlingame Date: 4/6/66

NOTARIZATION for NHB:

State of New York )
SS.

County of Allegany)

Before me on this 6th day of Aperl, 2006 personally came said Nicholas H. Burlingame, known to me, who acacknowledged the foregoing instrument as his free act and deed.

SEAL Gomane Mark

ROSEMARIE MARKS, Notary Public State of New York, Allegany County Official No. 4921900 My Commission Expires 12/31/06

\*Decl'n /s/GJJ Jr. 3/30/06

Gerald J. Jerry, Jr. Date:

NOTARIZATION for GJJ:

State of Michigan )
SS.
County of St. Clair)

Before me on this day of , 2006
personally came said
Gerald J. Jerry, Jr.,
known to me, who acknowledged the foregoing instrument as
his free act & deed.

SEAL

Notary Public



### United States Patent and Trademark Office

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address COMMISSIONER FOR PATENTS PO. Soc 1450 Alexandria, Vaginia 23313-1450

-	APPL NO.	FILING OR 371			www.rabso.gov			
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41324 CHRISTOPHER JOHN RUDY 209 HURON AVENUE, SUITE 8 PORT HURON, MI 48060



CONFIRMATION NO. 4390

FILING RECEIPT
\*OC00000018584175\*

Date Mailed: 05/04/2006

Receipt is acknowledged of this regular Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please mail to the Commissioner for Patents P.O. Box 1450 Alexandria Va 22313-1450. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Louis A. Serafin JR., Lakeport, MI; Nicholas H. Burlingame, Belmont, NY; Gerald J. Jerry JR., St. Clair, MI;

Power of Attorney: The patent practitioners associated with Customer Number 41324.

Domestic Priority data as claimed by applicant

This appln claims benefit of 60/676,667 04/29/2005

Foreign Applications

If Required, Foreign Filing License Granted: 05/03/2006

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is US11/401,395

Projected Publication Date: Request for Non-Publication Acknowledged

Non-Publication Request: Yes

Early Publication Request: No

\*\*\* SMALL ENTITY \*\*\* Implant body with ring

Preliminary Class
623

PROTECTING YOUR INVENTION OUTSIDE THE UPLETENTES

REEL: 047254 FRAME: 0140

**RECORDED: 07/27/2018**