

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROCKFORD ORTHOPAEDIC SPORTS MEDICINE SERVICES, LLC	11/09/2018
RECEIVING PARTY DATA	
Name:	MODICINE, LLC
Street Address:	1621 W. CARROLL AVENUE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60612
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8707464
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ip@penningtonlaw.com
Correspondent Name:	J. WILEY HORTON
Address Line 1:	215 SOUTH MONROE STREET, SUITE 200
Address Line 4:	TALLAHASSEE, FLORIDA 32301
NAME OF SUBMITTER:	J. WILEY HORTON
SIGNATURE:	/J. Wiley Horton/
DATE SIGNED:	12/13/2018
Total Attachments: 5	
source=Rockford to Modicine Patent 8707464#page1.tif source=Rockford to Modicine Patent 8707464#page2.tif source=Rockford to Modicine Patent 8707464#page3.tif source=Rockford to Modicine Patent 8707464#page4.tif source=Rockford to Modicine Patent 8707464#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 9, 2018, is by and between ROCKFORD ORTHOPEDIC SPORTS MEDICINE SERVICES, LLC, a manager-managed Illinois limited liability company (the "Assignor") and MODICINE, LLC, a Delaware liability company (the "Assignee").

WHEREAS, Assignor is the owner of and holds proprietary rights to certain Intellectual Property as set forth on attached Exhibit A ("Intellectual Property"); and

WHEREAS, the parties have agreed that Assignor shall transfer and assign all of the right, title, and interest in Assignor's Intellectual Property to Assignee in accordance with the terms, conditions, and provisions as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby contributes, grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, any and all right, title, and interest Assignor has in or to Assignor's Intellectual Property described on Exhibit A, attached hereto and incorporated herein, including without limitation all common law rights, rights acquired through license or assignment, state law rights, rights in foreign nations, all registrations and applications for registration thereof, in all states, nations, communities, and regions worldwide, and all goodwill associated therewith, together with all liabilities, duties and obligations relating to such Intellectual Property, all rights to file applications directed to and obtain and maintain registrations for such Intellectual Property worldwide, and all rights to bring actions and recover damages for any and all past, present and future infringements of such Intellectual Property, in any and all jurisdictions throughout the world, including all rights as opponents in any opposition.

2. Further Assurances. Assignor agrees to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, record, and otherwise document Assignee's rights to the Intellectual Property and associated goodwill, and all registrations and applications for registrations thereof throughout the world, including without limitation executing such separate assignments, certifications, and other documents as Assignee may reasonably deem necessary or desirable in maintaining such rights, filing, prosecuting or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Assignee's rights and title hereunder. To the extent any separate assignments are executed and/or recorded in connection with any registration or application, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described herein and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

3. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.

4. Amendments. This Agreement may not be amended or revised except by a writing signed by Assignor and Assignee.

5. Provisions Severable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

7. Governing Law. The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to any conflict of laws provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the law of any other jurisdiction other than the State of Illinois.

8. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Intellectual Property" means (a) U.S. Patent No. 8,707,464 dated April 29, 2014, Title: SURGICAL GARMENT, DBC File No. R615.104.103 (the "Patent"), and all intellectual property rights of Seller appurtenant or related to or derived from the Patent or the exploitation or right to exploitation of the Patent for any purpose; and (b) any and all other rights (contractual or other otherwise), interest in and to applications, provisional patents, filings and deposits and goodwill appurtenant or related to or derived from the Patent.

[Space intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

ASSIGNOR:

ROCKFORD ORTHOPEDIC SPORTS MEDICINE SERVICES, LLC

By: 

Name: Dr. Scott Trenhaile
Title: Manager

ASSIGNEE:

MEDICINE, LLC

By its Manager

GRAYMONT IP, LLC

By: 

Name: Nathan Gray
Title: Manager

By: 

Name: Matthew Montanari
Title: Manager

By: 

Name: Nick Wright
Title: Manager

Exhibits:
Exhibit A - Intellectual Property

EXHIBIT A
INTELLECTUAL PROPERTY



US008707464B2

(12) **United States Patent**
Trenhalle

(10) Patent No.: **US 8,707,464 B2**
(45) Date of Patent: ***Apr. 29, 2014**

(54) **SURGICAL GARMENT**

(56) **References Cited**

- (71) Applicant: **Rockford Orthopaedic Sports Medicine Services, LLC, Belvidere, IL (US)**
- (72) Inventor: **Scott Trenhalle, Belvidere, IL (US)**
- (73) Assignee: **Rockford Orthopaedic Sports Medicine Services, LLC, Belvidere, IL (US)**
- (* Notice: **Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.**

This patent is subject to a terminal disclaimer.

U.S. PATENT DOCUMENTS

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(Continued)

Primary Examiner — Gloria Hale

(74) Attorney, Agent, or Firm — Dicke, Billig & Czaja, PLLC

(21) Appl. No.: **13/858,475**

(22) Filed: **Apr. 8, 2013**

(65) **Prior Publication Data**
US 2013/0225044 A1 **Aug. 29, 2013**

Related U.S. Application Data
(63) Continuation of application No. 12/608,437, filed on Oct. 29, 2009, now Pat. No. 8,414,352.
(60) Provisional application No. 61/109,246, filed on Oct. 29, 2008.

(51) Int. Cl. **A41D 13/00 (2006.01)**
(52) U.S. Cl. **USPC 2/69; 2/114**
(58) Field of Classification Search **USPC 2/105, 106, 113-115, 125, 126, 69, 85, 2/93, 80, 95**

See application file for complete search history.

(57) **ABSTRACT**

A surgical garment includes an undergarment and an outer garment configured to be worn over the undergarment. The undergarment includes a brassiere including a front panel, a back panel, a shoulder strap extending from a top portion of a first side of the front panel to a top portion of a first side of the back panel, a width of elastic material extending along a bottom of the front and back panels, and a releasable fastening system releasably coupling a side portion of the first side of the front panel with a side portion of the first side of the back panel. The outer garment includes a torso portion and removable shoulder portions extending from the torso portion.

15 Claims, 5 Drawing Sheets

