## 505334877 02/19/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	001

#### **CONVEYING PARTY DATA**

Name	Execution Date	
GRETCHEN WILLARD	01/04/2016	
ELI BREEDEN NICHOLS	01/04/2016	
THOMAS RALPH BLACKBURN III	01/04/2016	
THEODORE J. MOSLER	01/05/2016	

#### **RECEIVING PARTY DATA**

Name:	GILERO, LLC
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City:	RESEARCH TRIANGLE PARK
State/Country:	NORTH CAROLINA
Postal Code:	27703

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

Property Type	Number
Application Number:	16248703

### **CORRESPONDENCE DATA**

**Fax Number:** (919)869-1522

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:** KEVIN E FLYNN

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NAME OF SUBMITTER:	KEVIN E FLYNN	
SIGNATURE:	/Kevin E Flynn, #37325/	
DATE SIGNED:	02/19/2019	

## **Total Attachments: 6**

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PATENT 505334877 REEL: 048370 FRAME: 0065

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> PATENT REEL: 048370 FRAME: 0066

Docket No.: TMI15001USV

#### **ASSIGNMENT OF RIGHTS**

WHEREAS, Gretchen Willard, an individual residing at 5 Bonham Court, Durham, NC 27703 United States of America; Eli Breeden Nichols, an individual residing at 4407 Old Chapel Hill Road, Durham, NC 27707, United States of America; Thomas Ralph Blackburn III, an individual residing at 2609 Ladybank Lane, Fuquay-Varina NC, 27526, United States of America; and Theodore J. Mosler, 1428 Norwood Crest Court, Raleigh, NC 27614, United States of America; (collectively "ASSIGNORS") is each a contributor to the development of the one or more new and useful improvements, including improved ornamental designs, described in a provisional patent application with docket number TMI15001USV and with working title of:

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WHEREAS, contingent on the contents of the patent claims that are ultimately issued within one or more patents claiming priority to the above-identified application, one or more of the ASSIGNORS may meet the legal requirement to be an inventor;

WHEREAS, Gilero, LLC a Delaware limited liability company with a place of business at 4022 Stirrup Creek Drive, Suite 300, Research Triangle Park, North Carolina 27703, United States of America (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for consideration received by each ASSIGNOR through each ASSIGNOR's employment with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including improvements to ornamental design, and to all of each ASSIGNOR's copyrights in the above-identified application(s), including:

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, including design patent applications, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

Page 1 of 6 of Assignment of Rights

Docket No.: TMI15001USV

all rights currently owned or acquired in the future by each ASSIGNOR in any patent or other legal document which claim the one or more useful improvements, including improvements to ornamental design identified above, including applications which do not claim priority to the application(s) identified above;

and the right to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

Each ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by each ASSIGNOR had this assignment and sale not been made.

Each ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of each ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

Each ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

Each ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

Each ASSIGNOR hereby further covenants and agrees that each ASSIGNOR has the full right to convey the entire interest herein assigned, and each ASSIGNOR has not and will not execute any agreement in conflict herewith.

Each ASSIGNOR hereby authorizes Kevin E. Flynn of FLYNN IP LAW to mark each page of this assignment with the patent application serial number and filing date of the patent application associated with the attorney docket number TMI15001USV to associate that information with this assignment as the assignment will be signed before the filing of that patent application.

Page 2 of 6 of Assignment of Rights

Collection System for Surgical Use

Docket No.: TMH5001USV

Each ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

Date	<del>_</del>	retchen Willard	<u> Wiga I</u>
State of North Carolina	) ) ss:		
County of Wake	)		
aforesaid, personally appeared	Gretchen Willard, keename is subscribed to	known to me or p the above assignr	ndersigned, a Notary Public for the State roved to me on the basis of satisfactory nent, and acknowledged that he executed Notary Public
	Marie	Rock	, Notary Public
My Commission Expires on			
			MARY E ROCK NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 4-19-2016

Docket No.: TMI15001USV

Collection	System	for	Surgical	Use

My Commission Expires on OLIG. 2016

State of North Carolina

County of Wake

On this day of January 2016, before the undersigned, a Notary Public for the State aforesaid, personally appeared Eli Breeder Nichols, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

MARY E ROCK
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expliss 4-19-2016

Collection System for Surgical Use

Docket No.: TMI15001USV

4 JAN 2016	Thomas Ralph Blackburn III
Date	Thomas Ralph Blackburn III
State of North Carolina	)
County of Wake	) ss: )
aforesaid, personally appeared Thom	as Ralph Blackburn III, known to me or proved to me on the basis of whose name is subscribed to the above assignment, and acknowledged that
-	Mary E. ROCK, Notary Public
My Commission Expires on	4.2016
	MARY E ROCK NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 4-19-2016

Collection System for Surgical Use

Date

Docket No.: TMI15001USV

State of North Carolina County of Wake On this \_\_\_\_\_ day of \_\_\_\_\_, 201 &, before the undersigned, a Notary Public for the State aforesaid, personally appeared Theodore J. Mosler, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

MARY E ROCK NOTARY PUBLIC WAKE COUNTY, NO My Commission Explose 4-19-201

Page 6 of 6 of Assignment of Rights

**PATENT REEL: 048370 FRAME: 0072** 

**RECORDED: 02/19/2019**