

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AHILYA SINGH	01/08/2019
GAVIN JAGAN	01/08/2019
RECEIVING PARTY DATA	
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State/Country:	MINNESOTA
Postal Code:	55331
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6322543
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ATTORNEY DOCKET NUMBER:	1221.1120101
NAME OF SUBMITTER:	EMILY WHITCOMB
SIGNATURE:	/emily whitcomb/
DATE SIGNED:	04/25/2019
Total Attachments: 6	
source=Exhibit J - Final Assignment of Patent#page1.tif	
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ASSIGNMENT OF PATENT

This **ASSIGNMENT OF PATENT** (this "**Assignment**") is made this 8th day of January 2019, by Ahilya Singh and Gavin Jagan (collectively, "**Assignors**") in favor of UltiMed, Inc., a corporation incorporated under the laws of the State of Minnesota, United States of America ("**Assignee**").

A. Assignors are the inventors and owners of U.S. Letters Patent No. 6,322,543 B1 dated November 27, 2001 (the "**Patent**").

B. Assignors desire to grant to Assignee all right, title, and interest in and to the Patent immediately upon and effective from the execution of this Assignment.

C. Assignee wishes to acquire Assignors' undivided right, title, and interest in the Patent.

NOW, THEREFORE, for consideration paid, the receipt of which the parties acknowledge:

1. Assignors sell, assign, transfer, and set over unto Assignee Assignors' entire undivided right, title, and interest in and to: U.S. Letters Patent No. 6,322,543 dated November 27, 2001 (the "**Patent**").

2. Assignors sell, assign, transfer, and set over unto Assignee any rights appurtenant to or deriving from the Patent, including, but not limited to, any rights to use the Patent or receive profits or income from the Patent.

3. Assignors intend to have all right, title, and interest and use of the Patent to vest in Assignee upon the execution of both this Assignment and the execution of the Patent Recordation Form required by the U.S. Patent and Trademark Office, in the form attached to this Assignment as Exhibit 1. Assignors shall cooperate with Assignee to take all necessary steps to properly and immediately file the Patent Recordation Form with the U.S. Patent and Trademark Office.

4. Assignors represent and warrant, jointly and singly, to Assignee that Assignors have not previously assigned any undivided right, title, or interest in or to the Patent.

5. Assignors appoints Assignee as and for Assignors' true and lawful attorney, with full power of substitution, to institute and prosecute, and to defend, in Assignors' or Assignee's name, or both, for Assignee's benefit, any and all proceedings at law or in equity, or otherwise, which Assignee deems necessary, appropriate, or helpful to perfect, assert, enforce, or protect the Patent and any rights appurtenant to or deriving from the Patent. The appointment in this Section will extend to each successor and assignee of Assignee.

IN WITNESS WHEREOF, Assignors have executed this Assignment of Patent effective as of the date first written above.

ASSIGNORS:

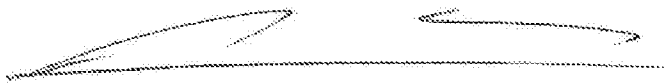


Ahilya Singh



Gavin Jagan

TESTED AND SWORN before me
this 8th day of January 2019
at the City of Toronto, Province
of Ontario Canada



Richard James Rowland

[Notary]

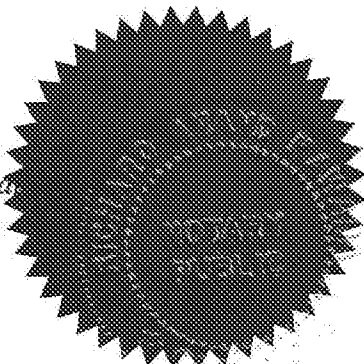


EXHIBIT 1

PATENT RECORDATION FORM

(attached)

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) made and entered into as of the 8th day of January 2019, by and between Select Syringes, Inc., a corporation incorporated under the laws of the Province of Ontario, Canada (“**Assignor**”), and UltiMed, Inc., a corporation incorporated under the laws of the State of Minnesota, United States of America (“**Assignee**”).

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 31, 2018 (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including, without limitation, all Intellectual Property (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under Assignor’s Intellectual Property, including without limitation to those listed on Schedule 1 annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “**Marks**”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment, all of Assignor’s right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, any rights which Assignor may have to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property effective as of the date first written above.

ASSIGNOR:

SELECT SYRINGES, INC.,
a corporation incorporated under the laws of the
Province of Ontario, Canada

By: *Garvin Jagun*
Name: GARVIN JAGUN
Title: PRESIDENT

SIGNED AND DELIVERED AS
THIS 8th DAY OF JANUARY 2019
AT THE CITY OF TORONTO, PROVINCE
OF ONTARIO CANADA

[Signature]
RICHARD ADAMS PEREIRA
NOTARY PUBLIC

[Notarial



SCHEDULE 1

Intellectual Property

All intellectual property and other proprietary rights, including, but not limited to:

- Trademarks
- Copyrights
- Patents
- Trade Secrets
- Inventions
- Technology
- Processes
- Related and associated goodwill
- Other associated documentation