#### 505452487 04/30/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DYNATEK LABORATORIES, INC. D/B/A DYNATEK DALTA	04/29/2019

## **RECEIVING PARTY DATA**

Name:	DYNATEK LABS, INC.	
Street Address:	105 EAST 4TH STREET	
City:	GALENA	
State/Country:	MISSOURI	
Postal Code:	65656	

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

Property Type	Number
Patent Number:	7621192

#### **CORRESPONDENCE DATA**

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**Correspondent Name:** KUTAK ROCK LLP Address Line 1: JAMES H. JEFFRIES

Address Line 2: 300 S. JOHN Q. HAMMONS PKWY, SUITE 800

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ATTORNEY DOCKET NUMBER:	20024-6
NAME OF SUBMITTER:	JAMES H. JEFFRIES
SIGNATURE:	/James H. Jeffries/
DATE SIGNED:	04/30/2019

## **Total Attachments: 3**

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> **PATENT** REEL: 049032 FRAME: 0902 505452487

#### INVENTION ASSIGNMENT

This INVENTION ASSIGNMENT AND TRANSFER OF OWNERSHIP ("Assignment") is effective as of October 6, 2011, by DYNATEK LABS, INC., a Missouri corporation, (herein, "Assignee") having its principal place of business at 105 East 4th Street, Galena, Missouri, 65656, and DYNATEK LABORATORIES, INC. D/B/A DYNATEK DALTA, a New Jersey Corporation (herein, "Assignor").

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to Assignor's conception, idea, design, drawing, discovery, process, method, formulae, composition of matter, apparatus, and/or invention(s) described generally as a "MEDICAL DEVICE DURABILITY TEST APPARATUS HAVING AN INTEGRATED PARTICLE COUNTER AND METHOD OF USE" (the "Invention") for which U.S. Non-Provisional Patent Application No. 11/494, 839 (the "US Application") was filed on July 28, 2006 and issued as Patent No. 7,621,192 on November 24, 2009 (the "US Patent");

WHEREAS, Assignee is the successor-in-interest to Assignor's entire right, title, and interest in and to the Inventions; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Inventions and to secure, if and to the extent Assignee deems appropriate and desirable, in Assignee's sole discretion, patent and/or other protection therefor, including but not limited to trade secret protection.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor makes assignments, agreements, representations, warranties, and grants as follows:

Assignment of Inventions. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, Assignor's entire right, title, and interest, throughout the world:

In and to the Inventions;

In, to, and under the US Application and the US Patent;

In, to, and under any and all applications for letters patent upon the Invention which may hereafter be filed in the United States of America, regardless of whether such application(s) claim priority to the US Application (each a "US Application");

In, to, and under any and all international applications associated with the Invention which may hereafter be filed, regardless of whether such application(s) claim priority to the US Application (each a "PCT Application");

In, to, and under any and all applications for letters patent upon the Invention which may hereafter be filed in any country foreign to the United States of America, regardless of whether such application(s) claim priority to the US Application and/or any PCT Application (each a "Foreign Application" and collectively with the US Application(s) and any PCT Application(s), the "Applications");

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PATENT REEL: 049032 FRAME: 0903 In, to, and under any filings and re-filings, including any direct or indirect divisions, continuations, and/or continuations-in-part of any and all of the Applications (each such application itself being an Application);

In, to, and under any and all letters patent of the United States of America and/or of any and all countries foreign to the United States of America, which may issue from any Application (each a "Patent" and collectively the "Patents"); and

In, to, and under any and all reissues of a Patent (each such patent itself being a Patent).

Without limiting the above, and for the avoidance of doubt, Assignor further assigns to Assignee:

any and all rights under the International Convention for the Protection of Industrial Property; and

any and all rights to recover damages or other equitable relief for any and all past, present, and/or future infringement of any and all of the Inventions, Applications, and/or Patents and/or any and all past, present, and/or future infringement or other violation of any right assigned herein, without need for accounting to Assignor.

All of the foregoing (each an "Invention Right" and collectively the "Invention Rights") are to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its affiliates, successors, legal representatives, and assigns, to the full end of the term for which each Patent and/or Application may be granted and/or extended and for the full extent of any other intellectual property right, including but not limited to trade secret rights, as applicable, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made to Assignee.

# Representations and Warranties. Assignor hereby represents and warrants that:

Assignor has not granted to any third party any rights that would conflict, in any material way, with the rights granted herein to Assignee; and

Assignor has the full right, power, and authority to make this assignment.

Further Assurance. Assignor agrees to sign all papers and documents, take all lawful oaths, and do all acts (now and in the future) necessary or required to be done for the procurement, maintenance, enforcement, and defense of the Invention Rights, as reasonably necessary, including whenever counsel of Assignee, or counsel of Assignee's successors, legal representatives, or assigns, shall advise:

that any proceeding in connection with the Invention Rights in any country of the world, including but not limited to litigation, arbitration, mediation, and/or interference proceedings, is lawful and desirable; or

that any division, continuation, or continuation-in-part of any Application or any reissue, reexamination, or extension of any Patent, to be obtained thereon, is lawful and desirable.

For this limited purpose, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver to Assignee, on behalf of Assignor, any and all such documents or instruments. This appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.

Grant of Additional Rights. Assignor grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and/or to comply with rules of a similar office and/or authority, as applicable, for recordation of this document:

#### KUTAK ROCK LLP

All practitioners at Customer Number 97242.

IN WITNESS WHEREOF, this Assignment is executed below and made effective as of October 6, 2011.

ASSIGNOR/TRANSFEROR Dynatek Laboratories, Inc. D/B/A DYNATEK DALTA

By: ACCOUA Name: Tomes C Confi Title: Exec. V.P.

Date: April 29, 2019

ASSIGNEE/TRANSFEREE Dynatek Labs, Inc.

By: DCGN

Name: SAMO C COM Title: EXECOLOR

Date: April 29, 2019

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