# 505528209 06/17/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LAWRENCE M. CANDELL	05/17/2019
JOSEPH MAHAN	05/17/2019
GARY A. SHAW	05/16/2019
ANDREW M. SIEGEL	05/16/2019
ROBERT STANDLEY	05/17/2019
KYLE THOMPSON	05/16/2019

### **RECEIVING PARTY DATA**

Name:	MASSACHUSETTS INSTITUTE OF TECHNOLOGY
Street Address:	77 MASSACHUSETTS AVE.
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139

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

Property Type	Number
Application Number:	16414003

### **CORRESPONDENCE DATA**

Fax Number:

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:** 6179477280

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ATTORNEY DOCKET NUMBER:	MIT-20345US01
NAME OF SUBMITTER:	CHRISTOPHER MAX COLICE
SIGNATURE:	/Christopher Max Colice/
DATE SIGNED:	06/17/2019

PATENT 505528209 REEL: 049484 FRAME: 0792

# Total Attachments: 6 source=MIT-20345US01 Assignment - Executed#page1.tif source=MIT-20345US01 Assignment - Executed#page2.tif source=MIT-20345US01 Assignment - Executed#page3.tif source=MIT-20345US01 Assignment - Executed#page4.tif source=MIT-20345US01 Assignment - Executed#page5.tif

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### **ASSIGNMENT**

Lawrence M. CANDELL, residing at 16 Pelham Terrace, Arlington, MA 02476; Joseph MAHAN, residing at 38 Crescent Ave, Beverly, MA 01915; Gary A. SHAW, residing at 21 Banbury Drive, Westford, MA 01886; Andrew M. SIEGEL, residing at 7 Crawford St., Arlington, MA 02474; Robert STANDLEY, residing at 4 Old Meadow Lane, Acton, MA 01720; and Kyle THOMPSON, residing at 233 Pleasant St., Apt. 210, Watertown, MA 02472 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled SYSTEM FOR PASSIVE, PROPORTIONAL MEASUREMENT OF OXYGEN AND CARBON DIOXIDE CONSUMPTION FOR ASSESSMENT OF METABOLIC PARAMETERS, and which is a:

(2)	x non-provisional application (a) to be filed herewith; or
	Section 1
	(b) x bearing Application No. 16/414,003, and filed on May 16, 2019;

WHEREAS, Massachusetts Institute of Technology, a University having its principal place of business at 77 Massachusetts Ave., Cambridge, MA 02139, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention

for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of SMITH BALUCH LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Inventor Signature: In 2 Date: 5/17/2011	
Lawrence M. CANDELL	
Witness Signature: Date: SI7119	
Print Witness Name: Crystal Burrill	
On to the state of the	
Inventor Signature: Date: 5/17/19  Joseph MAHAN	*******
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Witness Signature: Date: S 17 19	
Print Witness Name: Crystal TSurrill	
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Inventor Signature: 4044 Shus Date: 16 MAY 201	7
Gary A. SHAW	
Witness Signature: Date: May 16, 2016	7
Witness Signature: Date: VVI and 147 2012	1
Print Witness Name: Crystal Burrill	

Inventor Signature Invalid Supplementary	) Date: <u>5/16/19</u>
Andrew M. SIEGEL	
Witness Signature:	Date:S
Print Witness Name: Crystal Burri	
1.144 (4.10.023.140.02.	······································
Inventor Signature:	Date: 5/17/19
Robert STANDLEY	,
Witness Signature: Augstro Puin	Date:S 17 19
Print Witness Name: Chystal Burrill	30
Inventor-Signature.	Date: 5/16/19
Kyle THOMPSON	
Witness Signature:	Date: <u>\$\ \(\phi\)\ \(\Phi\)</u>
A . A	
Print Witness Name: Collected Bullill	

# Page 6 of 6 Attorney Docket No. MIT-20345US01

For and on behalf of the Assignee:

Date: May 28, 2019

By: Lauren C. Foster
Name: Lauren C. Foster

Name: Associate Director
Title: Technology Licons

Title: Technology Licensing Office University: Massachusetts Institute of Technology

Witness Signature: <u>E-a B4</u> Date: <u>5/28/19</u>

Print Witness Name: <u>Emma Blades</u>

PATENT REEL: 049484 FRAME: 0799

**RECORDED: 06/17/2019**