

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5582564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOTOR KINETICS, INC.	06/20/2019
RECEIVING PARTY DATA	
Name:	NEURO KINETICS, INC.
Street Address:	128 GAMMA DRIVE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15238
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7119471
Application Number:	60487777
CORRESPONDENCE DATA	
Fax Number:	(724)934-5461
<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>	
Phone:	7249345450
Email:	Patents@BLKLawGroup.com
Correspondent Name:	BLK LAW GROUP
Address Line 1:	3500 BROOKTREE ROAD
Address Line 2:	SUITE 200
Address Line 4:	WEXFORD, PENNSYLVANIA 15090
ATTORNEY DOCKET NUMBER:	NEURO-0301
NAME OF SUBMITTER:	CATHERINE BELLECI
SIGNATURE:	/Catherine Belleci/
DATE SIGNED:	06/20/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "*Assignment*"), dated as of June 14, 2019 (the "*Effective Date*"), is made by and between Motor Kinetics, Inc., a Pennsylvania Corporation, having a place of business at 128 Gamma Drive, Pittsburgh, Pennsylvania, 15238 ("*Assignor*"), and Neuro Kinetics, Inc., a corporation of Pennsylvania, having a place of business at 128 Gamma Drive, Pittsburgh, Pennsylvania, 15238 ("*Assignee*").

WHEREAS, Assignor is the owner of the patents set forth on Schedule I attached hereto ("*Assigned Patents*") and desires to assign, transfer, convey and deliver to Assignee, the Assigned Patents pursuant to this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration already provided and herein, and expressly subject thereto, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all of Assignor's right, title and interest in and to all of the Assigned Patents, including: all rights pursuant to 35 U.S.C. § 100 et. seq., the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding and all other foreign statutes and laws that apply to any national or international applications that are related thereto, and all patents or patent applications to which any of the foregoing claim priority and/or for which any of the foregoing forms a basis for priority including any and all continuing, divisional and continuation-in-part applications of any of the foregoing; and all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions.

2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to manage the files related to and to issue patents on the applications included in the Assigned Patent Rights, to issue patents on the applications included in the Assigned Patents and record the assignment herein and to issue all Letters Patent, patents, certificates of invention, utility models or other governmental grants or issuances for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.

3. Further Assurances. Each of the parties hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other parties to effectuate the purposes of this Assignment.

4. No Impact on Prior Rights. Nothing in this Assignment is intended by the parties to (i) amend any rights or terms of any prior agreements to which the parties are signatories, or (ii) prejudice any other right of Assignee or Assignors.

5. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and each Assignor.

7. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of this Assignment.

Motor Kinetics, Inc. (Assignor)

By: 

Name: John Howison Schroeder

Title: CEO and Founder

6/20/19

Witnessed By:

By: 

Name: Alex Kiperov

Title: CTO, NeuroKinetics, Inc.

Neuro Kinetics, Inc. (Assignee)

By: 

Name: J. Howison Schroeder

Title: PRES/CEO

SCHEDULE 1

ASSIGNED PATENTS

<u>Title</u>	<u>Application number</u>	<u>Filing date</u>	<u>Grant number</u>	<u>Grant date</u>	<u>Country</u>
DIRECT DRIVE HIGH TORQUE COMPACT SYNCHRONOUS MOTOR	10/888,207	07/09/2004	7,119,471	10/10/2006	United States
DIRECT DRIVE HIGH TORQUE COMPACT SYNCHRONOUS MOTOR	60/487,777	07/16/2003	N/A	N/A	United States