# 505580642 07/19/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5627441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PETER SCHMIDT	04/16/2019

### **RECEIVING PARTY DATA**

Name:	ABBOTT DIABETES CARE INC.
Street Address:	1420 HARBOR BAY PARKWAY
City:	ALAMEDA
State/Country:	CALIFORNIA
Postal Code:	94502

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29685591

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	A0130.0107.01C7
NAME OF SUBMITTER:	MARK STIRRAT, REG. NO. 50,756
SIGNATURE:	/MARK STIRRAT/
DATE SIGNED:	07/19/2019

## **Total Attachments: 3**

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# <u>ASSIGNMENT</u>

WHEREAS, **PETER SCHMIDT**, a resident of Fredericksburg, TX (referred to collectively herein as "ASSIGNOR") is a named inventor of the invention entitled **ANALYTE SENSOR INSERTER** (the "INVENTION"), for which a patent application was filed on March 29, 2019, and assigned U.S. Patent Application Serial No. 29/685,591 (the "APPLICATION");

WHEREAS, ASSIGNOR has received or assigned certain rights in the above-identified INVENTION and APPLICATION;

WHEREAS, **ABBOTT DIABETES CARE INC.**, a Corporation, having a registered office at 1420 Harbor Bay Parkway, Alameda, CA 94502 ("ASSIGNEE") is desirous of obtaining above-referenced ASSIGNOR'S entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the INVENTION and APPLICATION, including, without limitation: all right, title and interest in, to, and under any United States provisional or nonprovisional application claiming or embodying the INVENTION and any other United States application claiming priority under 35 U.S.C. § 119(e) to a provisional application claiming or embodying the INVENTION, or converted therefrom, and to any application claiming the benefit under 35 U.S.C. § 120 of a non-provisional application claiming or embodying the INVENTION, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; all right, title and interest in, to, and under any application for industrial property protection, including all applications for patents, utility models, and designs, which may have been previously filed or may hereafter be filed for the INVENTION in any country or international organization, together with the right to file such applications and the right to claim for the same the priority rights derived from any prior application for the INVENTION under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, Paris Treaty, Patent Cooperation Treaty, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; all right, title and interest in, to, and under any form of industrial property protection, including patents, utility models, inventors' certificates and designs, which may be granted for the invention in any country or international organization and all extensions, renewals and reissues thereof; and all causes of action and enforcement rights of any kind under, or on account of, the APPLICATION or of any future patents that are subject to the assignment, including all rights to seek and obtain remedies of any kind for any past, current and future infringement, including any damages that have accrued to ASSIGNOR in the past or that may accrue in the future and any injunctive relief, all of the same 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, to the full end

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of the term or terms for which patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that, upon ASSIGNEE's request, said ASSIGNOR shall execute all documents and instruments prepared by ASSIGNEE, and shall do all lawful acts, in each case as may be reasonably necessary to perfect ASSIGNEE's right, title, and interest in and to the INVENTION and APPLICATION and recordation thereof;

And ASSIGNOR hereby authorizes and requests the United States Patent and Trademark Office, and any office and official of any country or international organization, whose duty it is to issue patents or other evidence or forms of intellectual or industrial property protection, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that said ASSIGNOR has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each and every ASSIGNOR, in his or her individual capacity, hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number for each and every subsequently filed application that falls within the scope of this ASSIGNMENT:

Serial No:	Filing Date:	
In witness whereof, each	inventor has affixed his or her signature:	
	Pals OShmit	
April 16 2019	-	
Date	PETER SCHMIDT	

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Mark Stirrat

Partner, One LLP

On behalf of Abbott Diabetes Care Inc.

HPER 17, 2019

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