

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5723254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID WARREN PARISH	06/21/2017
DANIEL JOHN SERAFIN	06/18/2015
RALPH C. POPLAWSKY	07/01/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRANSLOGIC CORPORATION
<b>Street Address:</b>	11325 MAIN STREET
<b>City:</b>	BROOMFIELD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80020
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15996712
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)770-0152
<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>	
<b>Phone:</b>	7205625500
<b>Email:</b>	PTOMAIL@MFBLAW.COM
<b>Correspondent Name:</b>	MARSH FISCHMANN & BREYFOGLE LLP
<b>Address Line 1:</b>	8055 E. TUFTS AVE.
<b>Address Line 2:</b>	SUITE 450
<b>Address Line 4:</b>	DENVER, COLORADO 80237
<b>ATTORNEY DOCKET NUMBER:</b>	42969-01037
<b>NAME OF SUBMITTER:</b>	RUSSELL T. MANNING
<b>SIGNATURE:</b>	/RUSSELL T. MANNING/
<b>DATE SIGNED:</b>	09/17/2019
<b>Total Attachments: 8</b>	
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**ASSIGNMENT & APPOINTMENT OF COMMON REPRESENTATIVE**

WHEREAS, I **DAVID WARREN PARISH** of **7900 E. Union Ave., Suite 1100, Denver, CO 80237** have invented a certain new and useful invention(s) disclosed in a United States patent application entitled **CARRIER BRAKE FOR PNEUMATIC TRANSPORT SYSTEM** which has been prepared and filed on **December 11, 2014**, receiving Serial No. **62/090,725**, and further identified as Attorney File No. **42969-00914**.

NOW THEREFORE, be it known that I, the said inventor, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, **TRANSLOGIC CORPORATION**, a **Delaware** corporation having a place of business at **10825 East 47th Avenue, Denver, CO 80239-2913**, its successors, legal representatives and assigns, my entire right, title and interest in and to the aforesaid application for the territory of the United States of America and all corresponding converted provisional utility, continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the invention(s), and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention(s) in the United States or any other country; I also assign any right, title or interest in and to the invention(s) which has not already been transferred to the assignee, I warrant that I have made no assignment of the invention(s), application or any patent therefor to a party other than **TRANSLOGIC CORPORATION** and I am under no obligation to make any assignment of the invention(s), application, or any patent therefor to any other party; and I further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention(s), but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to **TRANSLOGIC CORPORATION**, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the party hereto has executed this Assignment & Appointment of Common Representative as of the date indicated hereunder.

Date: 6-21-17

By: David Warren Parish  
**David Warren Parish**

Before me, a NOTARY PUBLIC in the County of \_\_\_\_\_ and State of \_\_\_\_\_, personally appeared **DAVID WARREN PARISH**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_  
Notary Public

## ASSIGNMENT & APPOINTMENT OF COMMON REPRESENTATIVE

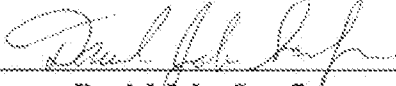
WHEREAS, we, **DAVID WARREN PARISH** of 7900 E. Union Ave., Suite 1100, Denver, CO 80237, **RALPH CHARLES POPLAWSKY** of 23 Mountain High Ct., Littleton, CO 80127 and **DANIEL JOHN SERAFIN** of 13659 Detroit St., Thornton, CO 80602 have invented a certain new and useful invention(s) disclosed in a United States patent application entitled **CARRIER BRAKE FOR PNEUMATIC TRANSPORT SYSTEM** which has been prepared and filed on **December 11, 2014**, receiving Serial No. **62/090,725**, and further identified as Attorney File No. **42969-00914**.

NOW THEREFORE, be it known that I, the said inventor, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, **TRANSLOGIC CORPORATION**, a Delaware corporation having a place of business at **10825 East 47th Avenue, Denver, CO 80239-2913**, its successors, legal representatives and assigns, my entire right, title and interest in and to the aforesaid application for the territory of the United States of America and all corresponding converted provisional utility, continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the invention(s), and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention(s) in the United States or any other country; I also assign any right, title or interest in and to the invention(s) which has not already been transferred to the assignee, I warrant that I have made no assignment of the invention(s), application or any patent therefor to a party other than **TRANSLOGIC CORPORATION** and I am under no obligation to make any assignment of the invention(s), application, or any patent therefor to any other party; and I further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention(s), but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to **TRANSLOGIC CORPORATION**, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

Attorney Docket No. 42969-009914

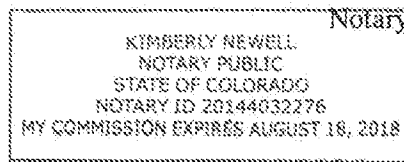
IN WITNESS WHEREOF, the party hereto has executed this Assignment & Appointment of Common Representative as of the date indicated hereunder.

Date: 6/18/2015 By:   
**Daniel John Serafin**

Before me, a NOTARY PUBLIC in the County of \_\_\_\_\_ and State of \_\_\_\_\_, personally appeared **DANIEL JOHN SERAFIN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 18 day of June, 2015.

My Commission Expires: 8/18/18 Notary Public: 



## INVENTIONS, PATENTS, AND CONFIDENTIAL INFORMATION AGREEMENT

This Agreement made between TransLogic Corporation ("Company") d.b.a. SWISSLOG HEALTHCARE SOLUTIONS, and Ralph Poplawsky ("Employee") shall be effective as of the 1<sup>st</sup> day of July, 2011 (date of employment if new employee, otherwise, date of Agreement execution).

### TERMS AND CONDITIONS

In consideration of the employment of Employee by Company, or in consideration of continued employment, promotion or an increase in Employee's salary, wage, or other remuneration, the parties agree as follows:

1. In the course of employment with Company, Employee will have access to and possession of apparatus, products, equipment, drawings, designs, reports, manuals, inventions, discoveries, improvements, formulae, practices, customer lists, computer programs, trade secrets and other confidential or proprietary information of Company, including, but not limited to, information acquired or developed by Company concerning marketing strategy, technology, techniques and know-how, customer specifications and customer lists, cost figures, budgets, sales forecasts and business plans, or other material which contains, embodies, or discloses trade secrets or confidential technical or business information of Company, its corporate affiliates, persons with whom Company does business, or other parties to whom Company owes an express or implied obligation of confidentiality ("Confidential Information").
2. Except as is necessary in the ordinary course of Employee's work with Company, Employee agrees that during the course of his or her employment, or at any time after Employee's employment is terminated, Employee will not (i) disclose or furnish to any person or entity any Confidential Information; (ii) use any Confidential Information for Employee or for any third party; and/or (iii) remove any Confidential Information from Company facilities or Company computer or other electronic equipment, database, intranet, or extranet. Any Confidential Information received by Employee shall be returned to Company immediately upon termination of employment with Company. This obligation shall survive the termination of Employee's employment with Company.
3. Employee agrees to promptly furnish to Company a complete record of any and all intellectual developments, including inventions and improvements, whether

patentable or not, which he or she, solely or jointly, may conceive, make, or first disclose during the period of his or her employment by Company.

4. Proprietary Inventions.
  - 4.1 Company shall own all right, title and interest (including patent rights, copyrights, trademark rights, trade secret rights, database rights, and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable) works of authorship, code, algorithms, developments, discoveries, methods, processes, designs, ideas, concepts, information and/or improvements made, caused to be made, conceived, implemented or reduced to practice, in whole or in part, whether alone or acting with others, by Employee during the term of Employee's employment with Company (collectively, "Inventions") that are developed (i) in whole or in part on Company's time or (ii) while utilizing, directly or indirectly, Company's equipment, supplies, facilities, trade secrets or Confidential Information. Employee agrees to promptly disclose all Inventions to Company and Employee agrees to hold in confidence and not to use or disclose any Invention for any other purpose. Employee further agrees that all Inventions are the sole and exclusive property of Company and Employee shall have no right to exercise any economic rights to the Inventions. Employee agrees to assign, and hereby automatically assigns, without further consideration, to Company any and all rights, title, and interest in and to all Inventions. If anything created by Employee prior to Employee's employment with Company relates in any way to Company's actual or proposed business, Employee has listed it on Exhibit A hereto. If Employee uses or discloses Employee's or any third party's confidential or proprietary information intellectual property when acting within the scope of Employee's employment or otherwise on behalf of Company, Company will have, and Employee hereby grants Company, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit, exercise and otherwise use all such confidential information and intellectual property rights.
  - 4.2 Employee agrees to perform, upon the reasonable request of Company, during or after employment, such further acts as may be necessary or desirable to transfer, perfect, and defend Company's ownership of any Inventions, including but not limited to (i) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance; (ii) assisting in the preparation, prosecution, procurement, maintenance and enforcement of all copyrights, patents or other rights with respect to any Invention in any country; (iii) providing testimony in connection with any proceeding affecting the right, title, or interest of Company in any Invention; and (iv) performing any other acts deemed necessary to carry out the purposes of this Agreement. Company shall reimburse all reasonable, actual out-of-pocket expenses incurred by Employee at Company's request in connection with the foregoing. Employee hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest to act for and on Employee's behalf to execute and file any document, and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Employee.



- 4.3 To the extent allowed by law, this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights, "artist's rights," "droit moral" or the like (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by Company, and Employee agrees not to assert Moral Rights with respect thereto. Employee agrees to confirm any such ratifications, consents or agreements from time to time as requested by Company.
- 4.4 In the event of a specifically applicable state law, regulation, rule or public policy ("Specific Inventions Law"), this Agreement will not be deemed to require assignment of any Invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such Invention was, for example, developed entirely on Employee's own time without using Company's equipment, supplies, facilities, or trade secrets and neither related to Company's actual or anticipated business or development, nor resulted from work performed by Employee for Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.
5. If Employee accepts employment with any organization which is in direct or indirect competition with Company, or engages in any type of activity on Employee's own behalf, or on behalf of any organization which is in direct or indirect competition with Company, or any of Company's affiliates, during a period of one (1) year following termination of Employee's employment with Company, Employee shall notify Company in writing within thirty (30) days of accepting or engaging in any such competitive employment, including the name and address of such organization, and the character of such activity.
6. Waiver by one party of a breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by the other party.
7. This Agreement shall be binding upon and pass to the benefit of the successors and assigns of Company, and, insofar as the same may be applied thereto, the heirs, legal representatives, and assigns of Employee.
8. This Agreement shall supersede the terms of any prior agreement or understanding between Employee and Company relating to the subjects addressed herein. This Agreement may be modified or amended only in writing signed by an executive officer of Company and by Employee.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Both parties consent to the jurisdiction of the courts of the State of Colorado, and the U.S. District Court for the District of Colorado, and agree that venue is appropriate in such courts.
10. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree

that the court making the determination of invalidity or unenforceability shall have the power to, and is hereby directed to, reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid and unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11. Both parties recognize that any breach or threatened breach of this Agreement is likely to result in immediate and irreparable injury to Company. The parties therefore agree that the Company shall be entitled to obtain temporary restraining orders and preliminary and permanent injunctions to enforce compliance with this Agreement. Such equitable relief shall be in addition to any legal or other remedies which might be available to Company.
12. The duties of Employee under paragraphs 2, 4, and 5 of this Agreement shall survive termination of Employee's employment with Company, and shall continue until Company consents in writing to the release of Employee's obligations hereunder.
13. In the event of any dispute between Company and Employee concerning this Agreement resulting in litigation or arbitration, the prevailing party shall be entitled to recover from the other party all costs related to the action, including reasonable attorneys' fees.

TRANSLAGIC CORPORATION  
10825 E. 47<sup>th</sup> Avenue  
Denver, Colorado 80239

Ralph C. Poplawsky  
Employee's Full Name

Head of Design Engineering  
Title

Denver, CO.  
Location

Ralph Poplawsky  
Employee's Full Signature

7/4/11  
Date

By: Shirley Washburn  
Supervisor or Witness

7/5/11  
Date