# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5729512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TIMOTHY E. PEARCY	02/28/2013
JAMES G. SKAKOON	02/28/2013

#### **RECEIVING PARTY DATA**

Name:	BIOLYPH, LLC	
Street Address:	4275 NOREX DRIVE	
City:	CHASKA	
State/Country:	MINNESOTA	
Postal Code:	55318	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16524922

### **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.

**Email:** request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	1886.005US3
NAME OF SUBMITTER:	BRENDA KOWALKE
SIGNATURE:	/Brenda Kowalke/
DATE SIGNED:	09/20/2019

## **Total Attachments: 9**

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> PATENT REEL: 050443 FRAME: 0001

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### RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 1886.005US3 Patent and Trademark Office To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Biolyph, LLC Timothy E. Pearcy, James G. Skakoon Street Address: 4275 Norex Drive Additional name(s) of conveying party(ies) attached? City: Chaska State: MN Zip: <u>55318</u> [ ]Yes [X]No Country: United States of America 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: February 28, 2013, February 28, 2013 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 16/524,922 Additional numbers attached? [ ]Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence 7. Total fee (37 CFR 3.41):\$ 0.00 concerning document should be mailed: Name: Anthony J. Wilkie [[Enclosed [Authorized to be charged to deposit account 19-Address: 0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Anthony J. Wilkie/Reg. No. 74,294 Name of Person Signing Total number of pages including cover sheet: 9 Mail documents to be recorded with required cover sheet information to: **Commissioner of Patents and Trademarks** 

Mail Stop Assignment Recordation Services P.O. Box 1450

**Alexandria, VA 22313-1450** 

#### **ASSIGNMENT**

WHEREAS, Timothy Pearcy and James G. Skakoon (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on December 18, 2012, which application was assigned US patent application serial number 13/805,166, and which is titled REAGENT PREPARATION ASSEMBLY; which are described in a patent application filed on June 29, 2011, which application was assigned PCT application serial number PCT/US2011/042443, and which is titled REAGENT PREPARATION ASSEMBLY; which are described in a patent application filed on June 29, 2010, which application was assigned US application serial number 61/359,636, and which is titled REAGENT PREPARATION ASSEMBLY.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Biolyph, LLC (the "Assignee"), a corporation of the State of Minnesota, having a place of business at 1317 5th St S, Hopkins, MN 55343-7807, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment
Assignors: Timothy Pearcy et al.
Title: REAGENT PREPARATION ASSEMBLY
Page 3 of 4

On this 25 day of 20/3 before me personally appeared <u>Timothy</u>

<u>Pearcy</u>, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and

[SEAL]

purposes therein set forth.

Notary Public Williams St. 2018

Assignment				Docket No: 1886.005US
Assignors: Timothy Pearcy Title: REAGENT PREPAI	y et al. RATION ASSEMBLY			
Page 4 of 4				
Assignor:				
(Signature):				
(4,8,14,14,14)				
Nan	ne: <u>James G. Skakoon</u>			
City	/State: <b>St. Paul, MN</b>			
Survey	Comment and a series			
Data				
Date:				
STATE OF	)			
	)ss			
COUNTY OF	į			
COUNTY OF	***************************************			
On this	day of	, 20	before me personally	appeared James G.
Skakoon, to me kno	wn and known to me t	to be the person	described in and who e	xecuted the foregoing
instrument, and he/	she duly acknowledge	d to me that he	she executed the same	for the uses and
purposes therein se	t forth.			
[SEAL]				
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Notary Public

**PATENT REEL: 050443 FRAME: 0007** 

Docket No: 1886.005US1

Attorney Docket No. 1886,005US1

#### **ASSIGNMENT**

WHEREAS, Timothy Pearcy and James G. Skakoon (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on December 18, 2012, which application was assigned US patent application serial number 13/805,166, and which is titled REAGENT PREPARATION ASSEMBLY; which are described in a patent application filed on June 29, 2011, which application was assigned PCT application serial number PCT/US2011/042443, and which is titled REAGENT PREPARATION ASSEMBLY; which are described in a patent application filed on June 29, 2010, which application was assigned US application serial number 61/359,636, and which is titled REAGENT PREPARATION ASSEMBLY.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Biolyph, LLC (the "Assignee"), a corporation of the State of Minnesota, having a place of business at 1317 5th St S, Hopkins, MN 55343-7807, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any

Assignment
Assignors: Timothy Pearcy et al.
Title: REAGENT PREPARATION ASSEMBLY
Page 2 of 4

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment Assignors: Timothy Pearcy et al. Title: REAGENT PREPARATION ASSEMBLY Page 3 of 4
Assignor:
(Signature):
Name: Timothy Pearcy
City/State: Plymouth, MN
Date:
STATE OF)
)ss
COUNTY OF)
On this area of the state of th
On this day of, 20 before me personally appeared <u>Timothy</u> <u>Pearcy</u> , to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.
[SEAL]

Notary Public

**PATENT** REEL: 050443 FRAME: 0010

Docket No: 1886,005US1

Assignor:

(Signature):

Name: James G. Skakoon

City/State: St. Paul, MN

Date: 28/February/2013

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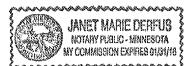
)55

COUNTY OF Kansey

On this 26 day of 1000 2013 before me personally appeared <u>James G.</u>
Skakoon, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]

RECORDED: 09/20/2019



Notary Public