

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THEODORE B. SMITH JR.	09/06/2019
RECEIVING PARTY DATA	
Name:	LEADING MANUFACTURING SOLUTIONS, L.P.
Street Address:	969 BUENOS AVE.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8220113
CORRESPONDENCE DATA	
Fax Number:	(619)237-0447
<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:	(619) 237-1717
Email:	dav@vv-law.com
Correspondent Name:	DONALD VAUGHN
Address Line 1:	501 W. BROADWAY
Address Line 2:	STE. 1770
Address Line 4:	SAN DIEGO, CALIFORNIA 92101
NAME OF SUBMITTER:	DONALD A. VAUGHN
SIGNATURE:	/DAV/
DATE SIGNED:	09/30/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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PATENT ASSIGNMENT

This Patent Assignment (“Assignment”) is made as of September 19, 2019, by and between Theodore B. Smith, Jr., (“Assignor”) and Leading Manufacturing Solutions, L.P., (“Assignee”). Each party to the Assignment may be referred to as “Party,” or, in the aggregate, “Parties.”

WHEREAS, Assignor is the owner of all right, title, and interest in U.S. Patent No. 8,220,113, issued July 17, 2012, and entitled “Smart clamp device for connective tubing” (“Smart Clamp Patent”);

WHEREAS, the Assignor and the Assignee have entered into a Confidential Settlement Agreement & General Release (“Agreement”);

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, assign, convey, and deliver the Smart Clamp Patent to the Assignee free and clear of all charges, bills, liens, and adverse claims, and Assignee has agreed to be assigned and assume all right, title, and interest of Assignor in, to, or under the Smart Clamp Patent, free and clear of all charges, bills, liens, and adverse claims upon the terms and subject to the conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants set forth herein, and for other good and valuable consideration, acknowledged by each Party to be satisfactory and adequate, and all Parties intending to be legally bound upon Defendants’ performance of all obligations under the above-referenced Agreement, the Parties agree as follows:

1. **Assignment**. Intending to retain no rights whatsoever thereto, Theodore B. Smith, Jr. hereby sells, transfers, assigns, conveys, and delivers to Leading Manufacturing Solutions, L.P. and its successors, assigns, and legal representatives, his and Defendants’ entire right, title, and interest in and to the Smart Clamp Patent, U.S. Patent No. 8,220,113, including any reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, and foreign equivalents thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all goodwill, income, royalties, damages, claims and payments with respect thereto due or payable as of the Effective Date of the Agreement or thereafter, and in and to all causes of action which Assignor may have, including, without limitation, all causes of action (either in law or in equity) and claims for damages by reason of past, present, or future infringement, dilution, or other unauthorized use of the Smart Clamp Patent, with the right to sue for, and collect the same, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. **Agreement**. This Assignment is delivered pursuant to the Agreement and is subject to all of the terms of the Agreement. In the event of a conflict between the terms and

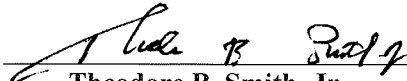
condition of the Agreement and the terms and conditions of this Assignment, the terms and conditions of the Agreement shall control.

3. **Recording**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the entire right, title, and interest in and to the Assigned Patents, including any reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, and foreign equivalents thereof.
4. **Vesting**. Assignor covenants and agrees to execute and to deliver to Assignee such further instruments of conveyance, assignment, or transfer (including, without limitation, assignments required by any foreign country), as Assignee may reasonably request in order to more fully vest in Assignee all of Assignor's right, title, and interest in and to the Smart Clamp Patent.
5. **Representations and Warranties**. Assignor represents and warrants that: (1) he has good sole, exclusive, legal title to the Smart Clamp Patent and (with the possible exception of Plaintiff herein) knows of no claim, threat, or assertion by any person, private entity, or governmental entity that the Smart Clamp Patent is invalid or that he does not have good and exclusive title to the Smart Clamp Patent, (2) no charge, lien, bill, pledge or adverse claim to, upon, or related to the Smart Clamp Patent exists, and (other than Plaintiff herein) neither he nor any other Defendant owes any money or other consideration to anyone associated with the Smart Clamp, the Smart Clamp Inventory, or the Smart Clamp Patent, (3) other than in the within Action, no Defendant herein has been threatened with or is a defendant in any lawsuit, nor a judgment debtor under any unsatisfied judgment, final or not, in any venue, nor is any order for prejudgment attachment or other process which might voluntarily or involuntarily attach to the Smart Clamp Patent threatened, sought, or in existence, (4) Assignor has no knowledge whatsoever concerning any assertion or claim by any person or entity that the Smart Clamp, or the Smart Clamp Patent, infringes upon their intellectual property or other rights, and (5) he sells, transfers, assigns, conveys, and delivers to Assignee, and its successors, assigns, and legal representatives, the Smart Clamp Patent free and clear of any and all charges, bills, liens, and adverse claims.
6. **Counterpart Executions**. The Agreement may be executed in one or more counterparts, each of which shall be construed as an original instrument. Executed copies of the signature pages of the Agreement sent by facsimile or transmitted electronically in portable document format or any similar format shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment.
7. **Indemnification**. In the event of a breach of any of Assignor's warranties or representations herein, Assignor agrees to defend, hold harmless, and indemnify Assignee and its owners, officers, employees and agents against any and all consequences of said breach and shall take whatever affirmative action is necessary, at Assignor's sole expense, to remedy the consequences of any such breach. This indemnification is intended to be as broad as, but no broader than, the maximum permitted under California

law. In the event legal action ensues as a result of any breach of Assignor's warranties or representations herein, Assignor shall, at his sole expense, defend or prosecute Assignee's legal rights which are jeopardized by such breach.

8. **Further Assurances**. In the event additional action is necessary to perfect Assignee's sole and exclusive ownership of the Smart Clamp Patent, the Parties agree to sign any documents or take such further action as may be reasonably required to accomplish the goal of ensuring assignee has sole and exclusive ownership of the Smart Clamp Patent. Defendants also agree to provide assignee with any and all information and documents pertaining to the Smart Clamp Patent including, but not limited to, its recordation, status, continuation, amendment, revision, and issuance in the United States, and all information pertaining to intellectual property protection sought, or potentially sought, for the Smart Clamp in the United States or any other country.

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Theodore B. Smith, Jr.

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 6th day of September, in the year 2019 before me, the undersigned, personally appeared **THEODORE B. SMITH, JR.** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JERALD J. DESOCIO
Notary Public, State of New York
No. 30-4721667
Qualified in Nassau County
Commission Expires March 30, 2022
JD