

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5756034

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DR. KEVIN J. STOCK	10/24/2017
RECEIVING PARTY DATA		
Name:	STOCK IP HOLDINGS LLC	
Street Address:	13235 PEBBLE RIDGE DRIVE	
City:	ST. LOUIS	
State/Country:	MISSOURI	
Postal Code:	63141	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15260573	
CORRESPONDENCE DATA		
Fax Number:	(314)989-0848	
<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:	314-995-3977	
Email:	ddonahue@cvlfirm.com	
Correspondent Name:	CREATIVENTURE LAW, LLC	
Address Line 1:	9648 OLIVE BLVD., NO. 226	
Address Line 4:	SAINT LOUIS, MISSOURI 63132	
ATTORNEY DOCKET NUMBER:	KJS-2	
NAME OF SUBMITTER:	DENNIS JM DONAHUE III	
SIGNATURE:	/Dennis JM Donahue III/	
DATE SIGNED:	10/06/2019	
Total Attachments: 4		
source=IP Assignment Agreement between Stock IP Holdings LLC and Kevin Stock (2133104-3x9DB39) signed#page1.tif		
source=IP Assignment Agreement between Stock IP Holdings LLC and Kevin Stock (2133104-3x9DB39) signed#page2.tif		
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source=IP Assignment Agreement between Stock IP Holdings LLC and Kevin Stock (2133104-3x9DB39)		

INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (the “Agreement”) is dated as of October 24, 2017 by and between Stock IP Holdings (the “Company”), and Kevin Stock (the “Assignor”).

1. **Intellectual Property Assignment.** The Assignor hereby assigns to the Company the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) Intellectual Property (as defined below) relating to that certain nasal EPAP dilator device, as described in that certain United States Patent Application 15260573 (the “**Device**”); (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property related to the Device, and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights related to the Device. Assignor further agrees to execute and deliver the Assignment of patents and patent applications as listed hereto as Exhibit A.

2. **Intellectual Property Definition.** “Intellectual Property” means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

3. **Intellectual Property Rights Definition.** “Intellectual Property Rights” means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

4. **Further Assurances.** The Assignor agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Company, to evidence, perfect, defend the foregoing assignment and fully implement the Company’s proprietary rights in the subject matter

assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. The Assignor further agrees that if the Company is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to the Company above, then the Assignor hereby irrevocably designates and appoints the Company its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by the Assignor.

5. **Representations and Covenants.** The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual Property related to the Device, (ii) the Assignor has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) the Assignor has not previously granted any rights or licenses in the Intellectual Property, (iv) the Assignor is not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent the Assignor from fully performing the Assignor's obligations under, this Agreement and the Assignor shall not enter into any such agreement or obligation during the period of the Assignor's employment by the Company; (v) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Assignor, involving the Assignor's prior employment, the Assignor's prior work for third parties as an independent contractor, or the Assignor's use of any information or Inventions of any former employer or third party; and (vi) the performance of the Assignor's duties under this Agreement and the Assignor's duties with the Company will not breach, or constitute a default under, any agreement to which the Assignor bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to the Assignor's employment with the Company.

6. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of Missouri applied without regard to conflict of law principles.

7. **Miscellaneous.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto


in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Contribution and Assignment Agreement to be executed.


COMPANY:

ASSIGNOR:

STOCK IP HOLDINGS LLC

By 

Kevin Stock, President



Kevin Stock

Exhibit A

Patent Assignment Agreement

Provisional Patent Application

Nasal EPAP Dilator Systems & Methods

Application Number: 62216365

Patent Application

Nasal EPAP Dilator

Application Number: 15260573

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