

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NITHIN O RAJAN	08/03/2019
DUSTIN M FRECKLETON	08/02/2019
PAULO E XAVIER DA SILVEIRA	08/11/2019
BYRON OLSON	08/02/2019
RECEIVING PARTY DATA	
Name:	PERFORMANCE ATHLYTICS
Street Address:	2815 MANOR ROAD
Internal Address:	SUITE 204
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78722
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15576671
CORRESPONDENCE DATA	
Fax Number:	(713)374-1601
<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:	7133741600
Email:	lcimino@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	1000 LOUISIANA STREET
Address Line 2:	SIXTY-FOURTH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	085150-582462
NAME OF SUBMITTER:	LILIA CIMINO
SIGNATURE:	/Lilia Cimino/
DATE SIGNED:	10/10/2019
Total Attachments: 8	

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ASSIGNMENT

THIS ASSIGNMENT, by **Nithin O. Rajan, Paulo E. Xavier da Silveira, Dustin M. Freckleton, Byron Olson** (hereinafter referred to as the "Assignors"), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in: **DEVICE AND METHOD FOR GENERATING CALIBRATION FACTORS FOR USE IN DETERMINING BIOLOGICAL INDICATOR LEVELS IN TISSUE**, set forth in Application no. 15/576,671 for Letters Patent of the United States filed November 22, 2017, which is a U.S. National Stage Entry of PCT Application No. PCT/US2016/034403, filed May 26, 2016, which claims priority to U.S. Provisional Application No. 62/166,571 filed May 26, 2015.

WHEREAS, **PERFORMANCE ATHLYTICS**, a corporation duly organized under and pursuant to the laws of the United States, and having a principal place of business at 2815 Manor Road, Suite 204, Austin, TX, 78722 (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

FOR THE SAME CONSIDERATION, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the said Patents and Applications before or after issuance.

IN WITNESS WHEREOF, Assignors have thus set their hands on the dates below written.

Date: 8/3/2019 Signature: 
Nithin O. Rajan

Date: _____ Signature: _____
Dustin M. Freckleton

Date: _____ Signature: _____
Paulo E. Xavier da Silveira

Date: _____ Signature: _____
Byron Olson

ASSIGNMENT

THIS ASSIGNMENT, by **Nithin O. Rajan, Paulo E. Xavier da Silveira, Dustin M. Freckleton, Byron Olson** (hereinafter referred to as the "Assignors"), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in: **DEVICE AND METHOD FOR GENERATING CALIBRATION FACTORS FOR USE IN DETERMINING BIOLOGICAL INDICATOR LEVELS IN TISSUE**, set forth in Application no. 15/576,671 for Letters Patent of the United States filed November 22, 2017, which is a U.S. National Stage Entry of PCT Application No. PCT/US2016/034403, filed May 26, 2016, which claims priority to U.S. Provisional Application No. 62/166,571 filed May 26, 2015.

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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

FOR THE SAME CONSIDERATION, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the said Patents and Applications before or after issuance.

IN WITNESS WHEREOF, Assignors have thus set their hands on the dates below written.

Date: _____ Signature: _____
Nithin O. Rajan

Date: 8/2/2019 Signature: 
Dustin M. Freckleton

Date: _____ Signature: _____
Paulo E. Xavier da Silveira

Date: _____ Signature: _____
Byron Olson

ASSIGNMENT

THIS ASSIGNMENT, by **Nithin O. Rajan, Paulo E. Xavier da Silveira, Dustin M. Freckleton, Byron Olson** (hereinafter referred to as the "Assignors"), witnesseth:

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FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth; and

FOR THE SAME CONSIDERATION, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

FOR THE SAME CONSIDERATION, said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignors' interest in the entire right, title and interest in all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the said Patents and Applications before or after issuance.

IN WITNESS WHEREOF, Assignors have thus set their hands on the dates below written.

Date: _____ Signature: _____
Nithin O. Rajan

Date: _____ Signature: _____
Dustin M. Freckleton

Date: 8/11/2019 Signature: /s/Paulo Xavier da Silveira/
Paulo E. Xavier da Silveira

Date: _____ Signature: _____
Byron Olson

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Nithin O. Rajan

Date: _____ Signature: _____
Dustin M. Freckleton

Date: _____ Signature: _____
Paulo E. Xavier da Silveira

Date: 8/2/2019 Signature:  _____
Byron Olson