

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6004802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
VENTION MEDICAL DESIGN AND DEVELOPMENT, INC.	02/19/2019

RECEIVING PARTY DATA

Name:	NANOSPECTRA BIOSCIENCES, INC.
Street Address:	8285 EL RIO STREET
Internal Address:	STE. 150
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77054

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16746765

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

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Email: efilings@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

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ATTORNEY DOCKET NUMBER:	NS.029C1
NAME OF SUBMITTER:	MARK METZKE
SIGNATURE:	/Mark Metzke/
DATE SIGNED:	03/09/2020

Total Attachments: 4

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Application No.:
62/435,431
PCT/US2017/066522
Filing Date:
December 16, 2016
December 14, 2017

PATENT
Client Code: NS.029PR
NS.029WO

Page 1 of 4

ASSIGNMENT AGREEMENT

WHEREAS, I, Andrew Mark Murphy, a U.S. citizen, residing at Campbell, California and having a mailing address of 860 Apricot Ave, Apt E, Campbell CA, 95008, have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries ("Inventions") disclosed in the following patent applications:

Application No. (Attorney Docket No.)	Filing Date	Title
62/435,431 (NS.029PR)	December 16, 2016	DEVICES AND METHODS FOR ABLATION THERAPY
PCT/US2017/066522 (NS.029WO)	December 14, 2017	DEVICES AND THE USE THEREOF IN METHODS FOR ABLATION THERAPY

ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,996** to insert in the foregoing table the application number, attorney docket number, filing date, and title, and inventors, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed provisional applications, nonprovisional applications, design applications, and any U.S. National Phase Patent Applications) and/or any PCT International Applications and/or any community design registrations that correspond to or claim priority to any of the applications listed in foregoing table and/or disclose one or more of the inventions, said U.S. Patent Applications and/or PCT International Applications, if any, being filed after the date this Assignment Agreement was prepared and/or after the date this Assignment Agreement was executed by ASSIGNOR. However, this Assignment Agreement shall not be unenforceable if any of the aforementioned U.S. Patent Applications and/or PCT International Applications are not hereinafter filed or if the application number or filing date of any such application are not inserted above. All of the foregoing applications, including any U.S. Patent Applications and/or PCT International Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

Application No.:
62/435,431
PCT/US2017/066522
Filing Date:
December 16, 2016
December 14, 2017

PATENT
Client Code: NS.029PR
NS.029WO

Page 2 of 4

WHEREAS, each INVENTOR is, or at the relevant time was, an employee of Vention Medical Design and Development, Inc., a California corporation registered in Delaware and having a principal place of business at 261 Cedar Hill Street, Marlborough, MA 01752 (hereinafter "Vention"),

WHEREAS, each INVENTOR invented such Inventions in the ordinary course of his or her employment with Vention;

WHEREAS, Vention employed each INVENTOR at the time the Inventions were made, and at least by virtue of each INVENTOR's employment with Vention, Vention became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of the INVENTOR (the INVENTOR and Vention collectively referred to herein as "ASSIGNOR");

WHEREAS, Nanospectra Biosciences, Inc., a company registered in Delaware and having a principal place of business at 8285 El Rio Street, Ste. 150, Houston, Texas 77054 (hereinafter "ASSIGNEE"), entered into an Agreement with Vention, whereby Vention agreed that ASSIGNEE would own all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Applications, as well as all related intellectual property rights as further set forth herein, of Vention;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of INVENTORS and Vention in and to the improvements of or disclosed in the Inventions and the Applications and all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in and to each of the following:

A. The Inventions, including without limitation any of ASSIGNOR's improvements thereto, whether conceived and/or reduced to practice by each ASSIGNOR alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNOR's inventions that may be disclosed therein, and any other applications in which the Inventions are disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents, design applications, design registrations, or registered designs which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents, design applications, design registrations, or registered designs;

C. Those items of ASSIGNOR's tangible property embodying or describing the Inventions, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

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62/435,431
PCT/US2017/066522
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December 14, 2017

PATENT
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NS.029WO

Page 3 of 4

D. All claims and causes of action for infringement of or damage to all rights related to the inventions, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the inventions, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents, design applications, design registrations, or registered designs for the inventions in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent, Design Applications, Design Registrations, or Registered Designs for the inventions to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under his or her direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the inventions are patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, the rights of ASSIGNEE, its successors, legal representatives and assigns, granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each ASSIGNOR shall be effective.

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PATENT
Client Code: NS.029PR
NS.029WO

Page 4 of 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

2/19/2019
Date

Andrew Mark Murphy
Andrew Mark Murphy

[Signature]
Witness Signature

2-19-2019
Date

Richard Newhauser
Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal:

Vention Medical Design and Development, Inc.

By: Andrew Mark Murphy

Name Printed: Andrew Murphy

Title: Principal Product Development Engineer

Date: 2/19/2019

ACCEPTED AND CONFIRMED BY:

Nanospectra Biosciences, Inc.

By: [Signature]

Name Printed: Glen Goodrich

Title: Vice Pres. Lat

Date: 19 Feb 2019