

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6179955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAYLIGHT INVESTORS, LLC	06/29/2020
RECEIVING PARTY DATA	
Name:	SEG-WAY ORTHOPAEDICS, INC.
Street Address:	5205 AVENIDA ENCINAS
Internal Address:	SUITE 1250
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13183020
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN ST
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	TICE.034A
NAME OF SUBMITTER:	DAVID R. SCHMIDT
SIGNATURE:	/David R. Schmidt/
DATE SIGNED:	06/30/2020
Total Attachments: 2	
source=111904915_1_Trice - Segway_Daylight Confirmatory Release-C1#page1.tif	
source=111904915_1_Trice - Segway_Daylight Confirmatory Release-C1#page2.tif	

CONFIRMATORY RELEASE AGREEMENT

THIS CONFIRMATORY RELEASE AGREEMENT (this "Agreement") is executed this 29th day of June, 2020, to be effective as of June 28, 2013, by and between Seg-Way Orthopedics, Inc. a California corporation (the "Releasee"), and Daylight Investors, LLC, a Delaware limited liability company (the "Releasor"). The Releasee and the Releasor are referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

Background

The Parties entered into a security interest agreement on December 27, 2012, whereby the Releasee assigned to Releasor a security interest in U.S. Pat. No. 8,672,960B2 (the "Security Interest"). After final payment on June 28, 2013, the Security Interest was released. The Parties desire to further confirm and document the release of the Security Interest as set forth herein.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

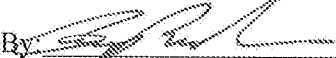
1. Release. Releasor, intending to be legally bound, on behalf of itself and its successors and assigns (by operation of law or otherwise) has unconditionally released and does hereby unconditionally release and forever discharge the Security Interest in U.S. Pat. No. 8,672,960B2, and any priority or continuation/divisional patents or applications relating thereto, and each of its past or present affiliates, and each of their respective successors and assigns. Releasor acknowledges and agrees that this release is a full and final bar to any claims that Releasor may have against Releasee relating to the Security Interest.
2. Governing Law. This Agreement and all transactions contemplated herein shall be construed, governed and enforced in accordance with the laws of the State of California, without regard to laws related to choice or conflict of laws that may apply the laws of another jurisdiction.
3. Integration. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, whether written (including email) or oral, regarding the specific subject matter as addressed in this Agreement.
4. Further Assurances. Each of the Parties, upon request from the other, shall execute and deliver such documents and take such action as may be reasonably requested in order to fully carry out the intent and accomplish the purposes of this Agreement.
5. Amendment. This Agreement may not be amended, modified or altered, nor shall any amendment, modification or alteration of this Agreement be effective, unless such amendment, modification or alteration is contained in a written instrument executed by the Parties.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any other facsimile transmission of any signature shall be deemed an original and shall bind such Party.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

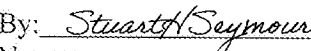
RELEASOR:

DAYLIGHT INVESTORS, LLC

By: 
Name: Greg Beach
Title: CEO

RELEASEE:

SEG-WAY ORTHOPAEDICS, INC.

By: 
Name: Stuart H Seymour
Title: CEO