

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICHOLAS L. ODDO	12/07/2018
PETER D. FITCHEN	12/12/2018
EUGENE H. BRENNIMAN	12/07/2018
RECEIVING PARTY DATA	
Name:	Aires Medical LLC
Street Address:	75 Aprill Dr.
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17015758
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ATTORNEY DOCKET NUMBER:	AML0102.2
NAME OF SUBMITTER:	KATERYNA ILCHYSHYN
SIGNATURE:	/Kateryna Ilchyshyn/
DATE SIGNED:	09/10/2020
Total Attachments: 6	
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Attorney Docket No. 4653/US:11:0001.01

COMBINED DECLARATION AND ASSIGNMENT

Nicholas L. Oddo, Peter D. Fitchen, and Eugene H. Breniman (each referred to as "Assignor"), have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **PULSED PRESSURE SWING ADSORPTION** and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 62/775,733 and filed on December 5, 2018;
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No., and filed on
- (3) PCT application
 - (a) bearing Application No. , and filed on .
- (4) a patent application bearing Serial No. , and filed on ;
and/or
- (5) attached hereto.

WHEREAS, Aires Medical, LLC, a limited liability company having a place of business at 201 S Division St. Suite 430, Ann Arbor, MI 48104 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);

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- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings

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(e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COGNITION IP, P.C. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 12/7/2018

By:  _____
8BC773AE99264F0...

Nicholas L. Oddo

Attorney Docket No. 4653/US:11:0001.01

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 12/12/2018

By:  _____

Peter D. Fitch

Attorney Docket No. 4653/US:11:0001.01


I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

Date: 12/7/2018

By:  Eugene H. Breniman
Eugene H. Breniman