

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6321575

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER T. BAUER	09/23/2020
TIMOTHY WHEELER	09/23/2020
RECEIVING PARTY DATA	
Name:	VISCARDIA, INC.
Street Address:	8770 SW NIMBUS AVENUE, SUITE D
City:	BEAVERTON
State/Country:	OREGON
Postal Code:	97008
PROPERTY NUMBERS Total: 4	
Property Type	Number
PCT Number:	US2052246
Application Number:	17029768
Application Number:	17029806
Application Number:	17029832
CORRESPONDENCE DATA	
Fax Number:	(714)453-9824
<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:	(714)453-9824
Email:	docketing@lozaip.com
Correspondent Name:	LOZA & LOZA LLP
Address Line 1:	305 NORTH SECOND AVE., #127
Address Line 4:	UPLAND, CALIFORNIA 91786-6064
ATTORNEY DOCKET NUMBER:	VISCAR-1007U1-U2-U3
NAME OF SUBMITTER:	DAVID S. SARISKY
SIGNATURE:	/David S. Sarisky/
DATE SIGNED:	09/28/2020
Total Attachments: 2	
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ASSIGNMENT

WHEREAS, WE,

1. **Peter T. Bauer**, a resident of Portland, Oregon; and
2. **Timothy Wheeler**, a resident of Portland, Oregon;

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to

IMPLANTABLE MEDICAL SYSTEMS, DEVICES, AND METHODS FOR AFFECTING CARDIAC FUNCTION THROUGH DIAPHRAGM STIMULATION, AND FOR MONITORING DIAPHRAGMATIC HEALTH

(collectively the “INVENTIONS”) for which WE have executed and or may execute one or more patent applications therefor; and

WHEREAS, **VisCardia, Inc.** (hereinafter “ASSIGNEE”), a Delaware corporation, having a place of business at 8770 SW Nimbus Avenue, Suite D, Beaverton, Oregon 97008, desires to acquire or otherwise obtain the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including but not limited to U.S. Application Nos.: 17/029,768 and 17/029,806 and 17/029,832, each filed September 23, 2020 and relating thereto, all divisional applications, renewal applications, continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS

in any foreign country, countries, or treaty/union organizations, including but not limited to PCT International Application No. PCT/US2020/052246 filed September 23, 2020 and relating thereto, all divisional applications, renewal application, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

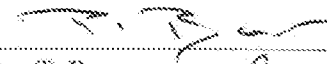
AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

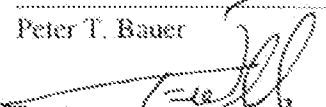
AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Date 25 Sep 2020


Peter T. Bauer

Date 23 SEP 2020


Timothy Wheeler