

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6452614

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|---|-------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| TIMOTHY CHAMBERS | | | 01/31/2020 |
| RECEIVING PARTY DATA | | | |
| Name: | R/X AUTOMATION SOLUTIONS, LLC | | |
| Street Address: | 1314 SHERMAN DRIVE | | |
| City: | LONGMONT | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80501 | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | | |
| Patent Number: | RE46835 | | |
| Patent Number: | 8386275 | | |
| Application Number: | 16444957 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (678)420-9301 | | |
| <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: | 6784209300 | | |
| Email: | brownt@ballardspahr.com | | |
| Correspondent Name: | BALLARD SPAHR LLP | | |
| Address Line 1: | 999 PEACHTREE STREET NE | | |
| Address Line 2: | SUITE 1600 | | |
| Address Line 4: | ATLANTA, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 37826.0031U1 & 0031U2 | | |
| NAME OF SUBMITTER: | CHARLEY F. BROWN | | |
| SIGNATURE: | /Charley F. Brown #52,658/ | | |
| DATE SIGNED: | 12/16/2020 | | |
| Total Attachments: 6 | | | |
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ASSIGNMENT

THIS ASSIGNMENT is made by Timothy Chambers, residing at 105 S. Sunset, Longmont, CO 80501 (hereinafter referred to as “Assignor”).

WHEREAS, Assignor has invented certain new and useful inventions and improvements, set forth in the U.S. patents and patent applications listed in **Exhibit A** (hereinafter referred to as the “Patent Assets”); and

WHEREAS, R/X Automation Solutions, Inc., a corporation organized under and pursuant to the laws of the State of Colorado, having its principal place of business at 1314 Sherman Drive, Longmont, CO 80501 (hereinafter referred to as “Assignee”), is desirous of acquiring the entire right, title and interest in and to said Patent Assets, and in and to any patents to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Patent Assets, and in and to any and all direct and indirect divisions, non-provisional applications, continuations and continuations-in-part of said Patent Assets, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby further assigns to Assignee all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) for infringement of the Patent Assets, as well as the right to take over and continue any and all existing suits related to the Patent Assets.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and Patent Assets, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will 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 the Patent Assets and any Letters Patent issuing therefrom for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent Assets, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of the Patent Assets, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

ASSIGNOR:


IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of
January, 2020.


TIMOTHY E. CHAMBERS

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 31 day of January, 2020, before me
personally appeared TIMOTHY E. CHAMBERS known to me to be the person described in
and who executed the foregoing instrument, and he duly acknowledged to me that he executed
the same for the uses and purposes therein set forth.

[SEAL]


Notary Public

FATIMA ZOHRA CHELGHOU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084031005
MY COMMISSION EXPIRES SEPTEMBER 05, 2020

ASSIGNEE:

31 day of JANUARY, 2020

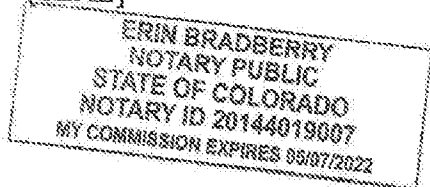


Name: Edward White
Title: Vice President
R/X Automation Solutions, LLC

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 31 day of JANUARY, 2020, the foregoing instrument was acknowledged before me by Edward White of R/X Automation Solutions, LLC, on behalf of the corporation. He is personally known to me or has produced identification.

[SEAL]



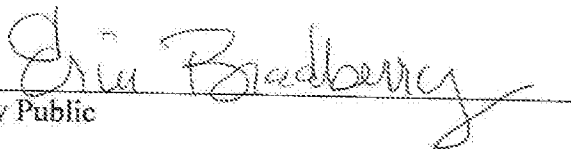

Notary Public

EXHIBIT A**Patents**

| <u>Title</u> | <u>Application No.</u> | <u>Date Filed</u> | <u>Status</u> | <u>Patent No.</u> | <u>Date Issued</u> |
|--|-------------------------------|--------------------------|----------------------|--------------------------|---------------------------|
| AUTOMATIC PILL DISPENSING DEVICE AND METHOD OF USE THEREOF | 14/633,109 | 02/26/2015 | Issued | RE46,835 | 05/08/2018 |
| AUTOMATIC PILL DISPENSING DEVICE AND METHOD OF USE THEREOF | 12/703,670 | 02/10/2010 | Issued | 8,386,275 | 02/26/2013 |
| COMPUTER SYSTEM FOR PILL DISPENSING DEVICES | 16/444,957 | 06/18/2019 | Pending | N/A | N/A |

Amendment
PROPRIETARY AND CONFIDENTIAL

Amendment to Assignment

This Amendment to the Assignment (this "Amendment"), is made and entered into by and between TIMOTHY E. CHAMBERS ("Assignor") and R/X AUTOMATION SOLUTIONS, LLC ("Assignee"). All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in that certain Assignment (the "Assignment"), effective January 31, 2020 between Assignor and Assignee.

WHEREAS, the parties hereto previously entered into the Assignment and now desire to amend the Assignment to correct what the parties agree was a typographical error in the Assignment according to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Amendment and the Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The second WHEREAS clause is replaced in its entirety by the following:

WHEREAS, R/X Automation Solutions, LLC, a limited liability company organized under and pursuant to the laws of the State of Colorado, having its principal place of business at 1314 Sherman Drive, Longmont, CO 80501 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent Assets, and in and to any patents to be obtained therefore and thereon.

2. Continued Full Force and Effect. With the exception of the foregoing, the terms of the Assignment remain unchanged and shall continue in full force and effect for the term of the Assignment.

This Amendment, is intended to be effective, nunc pro tunc, as of January 31, 2020, the effective date of the Assignment.

TIMOTHY E. CHAMBERS

R/X AUTOMATION SOLUTIONS, LLC

By: Timothy Chambers
 Name: Timothy Chambers
 Title: President
 Date: _____

By: Edward White
 Name: Edward White
 Title: Vice President
 Date: _____