

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6622060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID TOSTENSON	11/24/2020
RECEIVING PARTY DATA	
Name:	EXCEL SCIENTIFIC, INC.
Street Address:	18350 GEORGE BLVD.
City:	VICTORVILLE
State/Country:	CALIFORNIA
Postal Code:	92394
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8573278
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
<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>	
Email:	phack@vedderprice.com
Correspondent Name:	PATRICIA HACK
Address Line 1:	222 N. LASALLE STREET - SUITE 2400
Address Line 2:	VEDDER PRICE P.C.
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	55336.07.0003
NAME OF SUBMITTER:	PATRICIA HACK
SIGNATURE:	/Patricia Hack/
DATE SIGNED:	03/25/2021
Total Attachments: 3	
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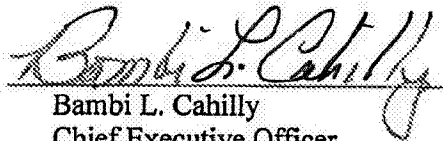
DECLARATION OF BAMBI L. CAHILLY

I, Bambi L. Cahilly, declare as follows:

1. I am currently the Chief Executive Officer of Excel Scientific LLC, a Delaware limited liability company ("Excel Scientific").
2. From June 26, 2001 through December 30, 2014, Excel Scientific was a California corporation by the name of Excel Scientific, Inc. ("Excel CA"). I was the Chief Executive Officer of Excel CA for the entirety of that period.
3. On December 30, 2014, Excel CA merged with and into Excel Scientific, Inc., a Nevada corporation ("Excel NV"). Excel NV converted to Excel Scientific on December 23, 2020. I was the Chief Executive Officer of Excel NV for the entirety of that period.
4. As Chief Executive Officer, I am an authorized representative of Excel Scientific and I have personal knowledge of the employment practices and intellectual property development efforts of Excel Scientific and its predecessor entities.
5. I am personally familiar with Mr. David Tostenson, who was hired as a consultant by Excel CA in or about July 2004.
6. In the course of his engagement with Excel CA, Mr. Tostenson contributed as an inventor to the invention(s) claimed in U.S. Patent No. 8,573,278. Mr. Tostenson was engaged as a consultant of Excel CA at all relevant times during his work on such invention. Further, such invention was created by Mr. Tostenson within the scope of his assignments for Excel CA and resulted from his work for Excel CA.
7. A true and accurate copy of Mr. Tostenson's Consultant Secrecy and Invention Assignment Agreement with Excel CA is enclosed herewith.
8. I declare under penalty of perjury that the foregoing is true and correct. These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001.

Date: December 29, 2020

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bambi L. Cahilly", written over a horizontal line.

Bambi L. Cahilly
Chief Executive Officer
Excel Scientific LLC

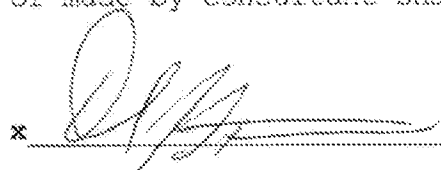
[SIGNATURE PAGE TO DECLARATION OF BAMBI L. CAHILLY]

CONSULTANT SECRECY AND INVENTION ASSIGNMENT AGREEMENT

Effective as of 1 July 2009, and in connection with consultant's activities on behalf of Excel Scientific, Inc. (hereinafter, "Company"), David Tostenson (hereinafter "Consultant") may be given access to certain proprietary information and trade secrets of Excel Scientific, Inc. Consultant agrees to preserve in strict confidence all such information during the term of his employment and as long thereafter as the information received is proprietary to the Company and Consultant agrees that he or she will not use, disclose, or in any other way employ this information except as directed by duly authorized representatives of the Company.

Consultant further agrees to disclose promptly in writing to the Company, inventions he or she may conceive or make in carrying out his or her assignments for the Company. He or she hereby assigns and agrees to assign, at no additional consideration, these inventions to the Company and agrees to execute all papers requested from him or her in order to obtain and preserve the Company's interest in these inventions. The expenses of obtaining patents on these inventions conceived or made by Consultant shall be paid by the Company.

Date: 11/4/2020

x 
Name: David Tostenson