507003144 12/01/2021

PATENT ASSIGNMENT COVER SHEET

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RANDY HERMAN	11/23/2021
CONNOR HERMAN	11/23/2021
TYLER HERMAN	11/23/2021

RECEIVING PARTY DATA

Name:	PAPAPILL, INC.
Street Address:	5475 ARCHER LANE
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55446

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	10198556

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 40302.9

NAME OF SUBMITTER: LISA SCHODROWSKI

SIGNATURE: /Lisa Schodrowski/

DATE SIGNED: 12/01/2021

Total Attachments: 3

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ASSIGNMENT OF PATENT RIGHTS

WHEREAS, the below-named persons (hereinafter referred to as "Assignors" or "Inventors") have made one or more new and useful inventions which are claimed, disclosed and/or described in the patent identified in Section I below (hereinafter collectively referred to as "the Invention");

WHEREAS, Papapill, Inc. (hereinafter referred to as "Assignee") a legal entity organized under the laws of Minnesota, desires to acquire the entire right, title and interest in to and under the Invention and any and all United States, foreign and international patent applications and patents which claim, disclose and/or describe the Invention; and

NOW, THEREFORE, for good, valuable and sufficient consideration to the Assignors, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

I. ASSIGNMENT OF PATENT RIGHTS

A. Assignment of Patent Rights

Assignors hereby assign and transfer to Assignee, its successors and assigns, the entire right, title, and interest in, to and under (i) the Invention, (ii) any and all United States, foreign and international patent applications which claim, disclose or describe the Invention including, without limitation, the patent issued as U.S. Patent No. 10,198,556 on February 5, 2019, and entitled MEDICATION COMPILATION AND DISPENSING SYSTEM (iii) any and all continuations, continuations-in-part, divisionals, foreign counterparts, reexaminations, reissues, extensions and applications claiming the benefit of or priority to any of the foregoing, (iv) any and all rights to claim priority to any of the foregoing, and (v) any and all rights to bring an action under, receive and collect damages for infringement of any of the foregoing and/or obtain injunctive relief for infringement of any of foregoing (hereinafter collectively referred to as the "Assigned Patent Rights").

Assignors acknowledge and agree that the Assigned Patent Rights include any and all future applications not filed at the time of execution of this agreement which disclose, describe and/or claim subject matter of the Invention, or which claim priority to or the benefit of an application or patent which discloses, describes and/or claims subject matter of the Invention. With respect to such future applications, Assignors hereby authorize Assignee, its counsel, or its agents to append information identifying such applications as an Exhibit A to this document at the discretion of Assignee, its attorneys, or its agents.

B. Agreement to Execute Additional Documents and Provide Further Assistance

Assignors agree to execute any and all other documents necessary or desirable to document, memorialize or perfect Assignee's interest in the Assigned Patent Rights and to execute any and all other documents and to provide any further assistance necessary or desirable for the procurement of patent rights on the above referenced invention in the United Sates and all foreign countries.

C. Binding, Complete and Enforceable Agreement

Assignors acknowledge that (i) this is an enforceable agreement; (ii) this agreement embodies the entire and only understanding between Assignors and Assignee with respect to the subject matter of this agreement; (iii) no oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this agreement; and (iv) if any provision of this agreement is held to be unlawful or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this agreement will continue in full force and effect and be enforceable.

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D. <u>Execution</u>

This agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this agreement. This agreement may be executed by facsimile signatures or other electronic means and such signatures shall be deemed binding as if they were original signatures.

[Signature Page Follows]

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Signed and executed this 25 day of 1000 Our	, 2021.
Aurly Hur	
Randy Herman	
Signed and executed this 23 day of	, 2021.
ano fem	
Connor Herman	
→	
Signed and executed this 23 day of Wyrble-	, 2021.
JAN K	
Tyler Herman	

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RECORDED: 12/01/2021

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