

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7485888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDRES ORNELAS VARGAS	04/17/2017
BRANDON JAMES HUDIK	04/14/2017
JASON CHIN	04/15/2017
JUAN PABLO ARROYO ORNELAS	04/13/2017
BLAKE THOMSON	04/15/2017
RECEIVING PARTY DATA	
Name:	ACANTHA MEDICAL, INC
Street Address:	33 8TH STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17819780
CORRESPONDENCE DATA	
Fax Number:	
<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:	2814602315
Email:	adeaver@md-iplaw.com
Correspondent Name:	ALBERT B DEAVER JR
Address Line 1:	550 WESTCOTT ST.
Address Line 2:	SUITE 375
Address Line 4:	HOUSTON, TEXAS 77007
ATTORNEY DOCKET NUMBER:	1721.002US01
NAME OF SUBMITTER:	ALBERT B DEAVER JR
SIGNATURE:	/Al Deaver/
DATE SIGNED:	08/15/2022
Total Attachments: 11	

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**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, I/We, the undersigned, "**Assignor**," have invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in the applications for patent listed below, entitled "DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE" (hereafter, collectively, "**Application**").

Country	Application No.	Filing Date	Title
U.S.	62/323,767	April 17, 2016	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE
U.S.	62/447,037	January 17, 2017	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE

Country	Title
U.S.	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE
WO	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE

WHEREAS, **Acantha Medical, Inc.** a corporation organized and existing under the laws of the state of Delaware and having a place of business at 2002 Timberloch Place, Suite 200, The Woodlands, TX, 77380, U.S.A., hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I/we hereby acknowledged, **Assignor** and **Assignee** agree as follows.

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions

throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of

Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **No Challenge.** **Assignor** hereby covenants and agrees that **Assignor** will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

7. **Choice of Law.** **Assignor** hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

8. **Severability.** **Assignor** and **Assignee** hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. **Assignor** and **Assignee** hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

9. **Legal Counsel** **ASSIGNOR** UNDERSTANDS AND ACKNOWLEDGES THAT OUTSIDE LEGAL COUNSEL REPRESENTING **ASSIGNEE** CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF **ASSIGNOR**, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT. **ASSIGNOR** FURTHER ACKNOWLEDGES AND AGREES THAT HE HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS OWN CHOOSING AND AT HIS OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT **ASSIGNOR** VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, **Assignor** has hereunto set his hand and seal.

ASSIGNOR

Andres

Signature

Andres Ornelas Vargas

Name

Pirineos 229

Address

Mexico City, MX 03310

4/14/2017

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____

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§
§

COUNTY OF _____

BEFORE ME, the undersigned
authority, on this day personally appeared
ANDRES ORNELAS VARGAS, known to me
to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to
me that he executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND and seal of
office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

Signature

Brandon James Hudik

Name

12 Vine Way

Address

Bordentown, NJ 08505

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____

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§
§

COUNTY OF _____

BEFORE ME, the undersigned
authority, on this day personally appeared
BRANDON JAMES HUDIK, known to me to be
the person whose name is subscribed to the
foregoing instrument, and acknowledged to me
that he executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND and seal of
office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

Signature
Andres Ornelas Vargas

Name

Pirineos 229

Address

Mexico City, MX 03310

Date of Execution

STATE OF _____ §
COUNTY OF _____ §

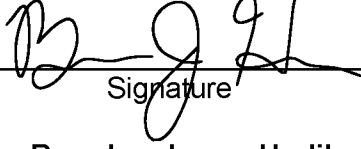
BEFORE ME, the undersigned authority, on this day personally appeared **ANDRES ORNELAS VARGAS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***


Signature
Brandon James Hudik

Name

12 Vine Way

Address

Bordentown, NJ 08505

4/14/17

Date of Execution

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **BRANDON JAMES HUDIK**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

Jason Chin
Signature

Jason Chin
Name

81 Orange St., Apt. 403
Address

New Haven, CT 06510

15 APR 2017
Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **JASON CHIN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

Signature

Juan Pablo Arroyo Ornelas
Name

2905 Burch Ave, Apt. 1
Address

Nashville, TN 37203

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **JUAN PABLO ARROYO ORNELAS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

Signature

STATE OF _____

§
§
§

Jason Chin

Name

COUNTY OF _____

81 Orange St., Apt. 403

Address

New Haven, CT 06510

BEFORE ME, the undersigned authority, on this day personally appeared **JASON CHIN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Date of Execution

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***



Signature

STATE OF _____

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§

Juan Pablo Arroyo Ornelas

Name

COUNTY OF _____

2905 Burch Ave, Apt. 1

Address

Nashville, TN 37203

BEFORE ME, the undersigned authority, on this day personally appeared **JUAN PABLO ARROYO ORNELAS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

4/13/17

Date of Execution

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]

**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, I, the undersigned, "**Assignor**," have invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in the applications for patent listed below, entitled "DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE" (hereafter, collectively, "**Application**").

Country	Title
U.S.	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE
WO	DEVICE AND METHOD FOR SINGLE-HANDED ACCESS AND INSERTION OF AN ARTICLE

WHEREAS, **Acantha Medical, Inc.** a corporation organized and existing under the laws of the state of Delaware and having a place of business at 2002 Timberloch Place, Suite 200, The Woodlands, TX, 77380, U.S.A., hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

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2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

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Intellectual Property ratified or transferred hereunder.

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9. **Legal Counsel** **ASSIGNOR** UNDERSTANDS AND ACKNOWLEDGES THAT OUTSIDE LEGAL COUNSEL REPRESENTING **ASSIGNEE** CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF **ASSIGNOR**, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT. **ASSIGNOR** FURTHER ACKNOWLEDGES AND AGREES THAT HE HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS OWN CHOOSING AND AT HIS OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT **ASSIGNOR** VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, **Assignor** has hereunto set his hand and seal.

ASSIGNOR



Signature

Blake Thomson

Name

1022 West Main St.

Address

Franklin, TN 37064

4-15-2017

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF _____

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§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared **BLAKE THOMSON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017.

[NOTARY STAMP]