#### 507677336 01/04/2023

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 **EPAS ID: PAT7724475** 

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PEAK PERFORMANCE DESIGN, LLC, D/B/A CREATE PROSTHETICS	09/26/2019

#### **RECEIVING PARTY DATA**

Name:	PVA MEDICAL, LLC
Street Address:	ONE MUSTANG DRIVE
City:	COHOES
State/Country:	NEW YORK
Postal Code:	12047

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17147562

#### **CORRESPONDENCE DATA**

Fax Number: (518)220-1857

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.

Phone: 5182201850

Email: az5409@iplawusa.com

**Correspondent Name:** SCHMEISER, OLSEN & WATTS LLP

Address Line 1: 22 CENTURY HILL DRIVE

Address Line 2: SUITE 302

Address Line 4: LATHAM, NEW YORK 12110

ATTORNEY DOCKET NUMBER:	03138.0071US02
NAME OF SUBMITTER:	JASON A. MURPHY
SIGNATURE:	/Jason A. Murphy/
DATE SIGNED:	01/04/2023

### **Total Attachments: 8**

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> PATENT REEL: 062274 FRAME: 0081

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505702475 10/02/2019

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5749285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PEAK PERFORMANCE DESIGN, LLC D/B/A CREATE PROSTHETICS	09/27/2019

#### **RECEIVING PARTY DATA**

Name:	PVA MEDICAL, LLC
Street Address:	ONE MUSTANG DRIVE
City:	COHOES
State/Country:	NEW YORK
Postal Code:	12047

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15444841
Application Number:	62301363

#### CORRESPONDENCE DATA

Fax Number: (518)487-7777

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.

5184877643 Phone: Email: cbartini@woh.com Correspondent Name: COLLEEN BARTINI

Address Line 1: ONE COMMERCE PLAZA

Address Line 2: WHITEMAN OSTERMAN & HANNA LLP

Address Line 4: ALBANY, NEW YORK 12260

NAME OF SUBMITTER:	COLLEEN BARTINI	
SIGNATURE:	/Colleen Bartini/	
DATE SIGNED: 10/02/2019		
	This document serves as an Oath/Declaration (37 CFR 1.63).	

#### **Total Attachments: 6**

source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page1.tif source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page2.tif source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page3.tif source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page4.tif

source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page5.tif source=Patent Assignment Agreement PVA Medical LLC - Peak Performance Design (EXECUTED)#page6.tif

#### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of September 27, 2019, (the "Effective Date"), by and between PEAK PERFORMANCE DESIGN, LLC, d/b/a CREATE PROSTHETICS, a New York limited liability company ("Assignor"), and PVA MEDICAL, LLC, a New York limited liability company ("Assignee"). All capitalized words used but not defined in this Assignment shall have the meanings ascribed to such words in that certain Asset Purchase Agreement, entered into by and among the Assignor, the Assignee and certain other parties thereto, dated as of September 27, 2019 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, convey or cause to be conveyed, transfer and deliver to Assignee, and Assignee has agreed to purchase all of Assignor's Assets (excluding the Excluded Assets);

**WHEREAS**, Assignor is the owner of those United States patents and patent applications identified and set forth on <u>Schedules A</u> and  $\underline{\mathbf{B}}$  respectively as well as all other intellectual property related to the invention ("**Patents**"); and

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all its right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States (or such other country) thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest as owner in and to the Patents set forth on <u>Schedules A</u> and  $\underline{\mathbf{B}}$ , are free and clear of any liens and

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encumbrances, that it has full right to assign all of its ownership interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment throughout the world.

Assigner shall take at Assignee's cost and expense all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

Where Assignee is unable because of Assignor's unavailability or for any other reason, to secure Assignor's signature to apply for or to pursue any application for, or recordal of assignment of, any United States or foreign patents or patent applications, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file and pursue any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents and the recordal of assignment thereof with the same legal force and effect as if executed by Assignor.

[Signature Page Follows]

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IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the date specified below with each of the parties intended to be legally bound hereby.

ASSIGNOR:	ASSIGNEE:
PEAK PERFORMANCE DESIGN, LLC, d/b/a CREATE PROSTHETICS	PVA MEDICAL, LLC
Ву:	Ву:
Name: Daniel F. Kelleher	Name:
Title: Manager	Title:
Date: 9/26/19	Date:
personally known to me, who acknowledged	9, there appeared before me Daniel F. Melleher, I that she signed the foregoing Assignment as his authority of Peak Performance Design, LLC, d/b/b
Steuben County No. 02JO6365013 Commission Expires October 2, 2021	Notary Public
STATE OF ) SS.	
COUNTY OF )	
	19, there appeared before me Anthony J. Hynes, d that he signed the foregoing Assignment as his authority of PVA Medical, LLC.
	Notary Public

[Signature Page to Patent Assignment Agreement]

REEL: 062274 FRAME: 0087

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the date specified below with each of the parties intended to be legally bound hereby.

ASSIGNOR:	ASSIGNEE:
PEAK PERFORMANCE DESIGN, LLC, d/b/a CREATE PROSTHETICS	PVA MEDICAL, LLC
Ву:	Ву:
Name:	Name: Anthoy & Agner
Title:	Title: Mangar
Date:	Date: 2/83/19
STATE OF  ) SS.  COUNTY OF  On this 2 day of September, 2019, personally known to me, who acknowledged the voluntary act and deed on behalf and with full au Create Prosthetics	at she signed the foregoing Assignment as his
	Notary Public
STATE OF NEW YORK ) ) SS. COUNTY OF Saratogay	
On this 23 day of September, 2019, personally known to me, who acknowledged the voluntary act and deed on behalf and with full autonomous terms.	
Delaney Nichols Notary Public - State of New York No. 01NI6347357	Downg Mi Notary Public

[Signature Page to Patent Assignment Agreement]

Qualified in Saratoga County My Commission Expires 08/29/2020

# **SCHEDULE A**

# **U.S. PATENTS**

Title	Patent No.	Issue Date
NONE		

# SCHEDULE B

# **U.S. PATENT APPLICATIONS**

Title	Patent Application No.	Filing Date
Prosthetic Limb Socket with Variable Harness (Full filing)	15/444,841	February 28, 2017
Method of creating an uniform thickness, flexible inner artificial limb socket with variable hardness made from a single material. (Provisional filing)	62/301,363	February 29, 2016
Prosthetic Limb Socket with Variable Harness (International filing)	PCT/US17/19878 PCT/US2017/019878	February 28, 2017

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RECORDED: 00/02/2029