# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7852598

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PATRICK KAMMER	07/13/2006
MARK MARTEL	07/13/2006
TODD CASSIDY	07/13/2006

#### **RECEIVING PARTY DATA**

Name:	C° CHANGE SURGICAL LLC
Street Address:	101 N. CHESTNUT ST. SUITE 301
City:	WINSTON-SALEM
State/Country:	NORTH CAROLINA
Postal Code:	27101

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

Property Type	Number
Patent Number:	9114218

#### **CORRESPONDENCE DATA**

**Fax Number:** (919)869-1522

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:** 919 818 9147

**Email:** kef@FLYNNipLAW.com

Correspondent Name: KEVIN E FLYNN

Address Line 1: POST OFFICE BOX 4655

Address Line 4: CHAPEL HILL, NORTH CAROLINA 27514

ATTORNEY DOCKET NUMBER:	CS05006C3
NAME OF SUBMITTER:	KEVIN E FLYNN
SIGNATURE:	/Kevin E Flynn, \$37,325/
DATE SIGNED:	03/17/2023

## **Total Attachments: 5**

source=Assignment\_1#page1.tif source=Assignment\_1#page2.tif source=Assignment\_1#page3.tif source=Assignment\_1#page4.tif

> PATENT REEL: 063021 FRAME: 0175

507805468

source=Assignment\_1#page5.tif

PATENT REEL: 063021 FRAME: 0176 Atty. Docket No.: CS05006USU Application No.: 11/378,531 PATENT

### CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 7/13/04, 2006 ("Effective Date") by and between:

Patrick Kammer, residing at 5513 Faye Drive, Greensboro, NC 27410, United States of America; Mark Martel, residing at 325 Lake Point Lane, Belews Creek, NC 27009; and Todd Cassidy, residing at 326 Deerfield Drive, Mocksville, NC 27028 (collectively "ASSIGNORS"); and

C° Change Surgical LLC, having a principal place of business at 101 N. Chestnut Street, Suite 301, Winston-Salem, North Carolina 27101, United States of America ("ASSIGNEE").

#### 1.0 BACKGROUND

- 1.1 Each ASSIGNOR, through ASSIGNOR's role as managing member with ASSIGNEE, including an equity stake, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "OPEN ACCESS SLEEVE FOR HEATED FLUID UNITS", Serial No. 11/378,531 filed on March 17, 2006. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."
- 1.2 Through each ASSIGNOR's relationship with ASSIGNEE, owns all right, title and interest in and to the Invention. Each ASSIGNOR, in return for consideration for ASSIGNOR's relationship with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's relationship with ASSIGNEE.
- 1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

# 2.0 ASSIGNMENT

2.1 Each ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filing of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), continuation applications, continuation-in-part applications, results from a reissue process,

Atty, Docket No.: CS05006USU Serial No.: 11/378,531 results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

- 2.2 Each ASSIGNOR also assigns all of that ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.
- 2.3 Each ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of that ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.
- 2.4 Each ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.
- 2.5 Each ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the invention and all the related patents and patent applications filed therefrom.
- 2.6 Each ASSIGNOR further covenants that, upon ASSIGNEE's request, that ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to that ASSIGNOR and that ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon each ASSIGNOR, each ASSIGNOR's heirs, legal representatives and assigns.

- 2 -Atty. Docket No.: CS05006USU Serial No.: 11/378,531

7/13/06	Patrick Kammer
Date	Patrick Kammer
State of North Carolina ) ss:	•
County of Forsyth )	
County aforesaid, personally appeared Patrick Kan	2006, before the undersigned, a Notary Public for the State and mer, known to me or proved to me on the basis of satisfactory d to the above assignment, and acknowledged that he executed
	Janet K. Hayes , Notary Public
My Commission Expires on May 1, 2010	•

\_ **3** \_

Atty, Docket No.: CS05006USU Serial No.: 11/378,531 9193136170

My Commission Expires on May 1, 2010

<u>4/13/04</u> Date	Markin Market Ma
State of North Carolina ) ) ss:	
County aforesaid, personally appeared Mark A evidence to be the person whose name is subsc	, 2006, before the undersigned, a Notary Public for the State and Martel, known to me or proved to me on the basis of satisfactory ribed to the above assignment, and acknowledged that he executed
the same.	Janet H. Jayes, Notary Public

Janet K. Hayes

NOTARY

PUBLIC S

PUBLIC S

-4.

Atty, Docket No.: CS05006U8U Serial No.: 11/378,531

1/13/06	TAR C	asser
Date	Todd Cassidy	
		Į.
. North Carolina		
State of North Carolina )		
County of Forsyth )		
On this 13th day of July	, 2006, before the undersigned, a l	Notary Public for the State and
County aforesaid, personally appeared Todd Casevidence to be the person whose name is subscrit	sidy, known to me or proved to h	ie on me ossis in sanaiscent.
the same.		w .
	must of a	Motory Public
	<b>~</b> .	, Notary Public
No. 1 2010	Janet K. Hayes	
My Commission Expires on May 1, 2010	<del></del>	

Atty, Docket No.: CS05006USU Serial No.: 11/378,531