

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI54724

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WORRELL, LLC	12/22/2023
RECEIVING PARTY DATA		
Company Name:	MEDPHLOW, LLC	
Street Address:	424 HULL STREET, SUITE 400	
City:	RICHMOND	
State/Country:	VIRGINIA	
Postal Code:	23224	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
PCT Number:	US2327788	
Application Number:	18687152	
CORRESPONDENCE DATA		
Fax Number:	7039563009	
<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:	(571)346-7556	
Email:	jenny.drake@amllawgroup.com	
Correspondent Name:	Jenny Drake	
Address Line 1:	1818 Library Street, Suite 500	
Address Line 4:	Reston, VIRGINIA 20190	
ATTORNEY DOCKET NUMBER:	1183-001-01WO	
NAME OF SUBMITTER:	Jennifer Drake	
SIGNATURE:	Jennifer Drake	
DATE SIGNED:	02/28/2024	
Total Attachments: 5		
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CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

WORRELL, LLC, a corporation duly organized under and pursuant to the laws of the state of Minnesota, and having its principal place of business at 1414 Marshall Street, NE, Minneapolis, MN 55413 (referred herein to as "Assignor") owns an undivided interest in the entire right, title and interest in any Letters Patent(s) ("the patent(s)") and any patent application(s) ("the application(s)"), set forth below, as well as any invention(s) ("the Invention(s)") disclosed in the application(s) entitled **INTEGRATED CARTRIDGE ASSEMBLY FOR ADMINISTRATION OF DRUGS**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. _____, and filed on _____; and/or
- (2) ☐ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. _____ and filed on _____; and/or
- (3) ☒ PCT application
 - (a) ☒ bearing Application No. **PCT/US23/27788**, and filed on **July 14, 2023**.

WHEREAS, MEDPHLOW, LLC, a limited liability company duly organized under and pursuant to the laws of the state of Delaware, and having its principal place of business at 1001 Haxall Point, Suite 1B, Richmond, VA 23219 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in any of paragraphs (1) – (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to the application(s) for patent identified in any of paragraphs (1) – (3); any provisional or other right to recover damages, including royalties, for prior infringements of the application(s) for patent identified in any of paragraphs (1) – (3); and any patent of the United States or other countries that may be granted therefor or thereon.

WHEREAS, Assignor and Phlow Corp. entered into a Master Services Agreement executed by Assignor on April 26, 2021 ("Agreement"), the terms and conditions of which included an assignment of all right, title and interest in certain intellectual property, which is disclosed in the application(s) for patent identified in any of paragraphs (1) – (3).

WHEREAS, Assignor previously assigned all right, title and interest in U.S. Provisional Application No. 63/389,992, entitled "INTEGRATED CARTRIDGE ASSEMBLY FOR ADMINISTRATION OF DRUGS" ("the '992 Provisional") to Phlow Corp. by virtue of an assignment dated December 14, 2022 ("the Provisional Assignment"),

to which the application(s) for patent identified in any of paragraphs (1) – (3) claims priority.

WHEREAS, Phlow Corp. has assigned all right, title and interest in the ‘992 Provisional to Assignee by virtue of an assignment dated August 22, 2023 (“the Medphlow Assignment”), making Assignee a successor in interest to all rights conveyed to Phlow Corp. via the Provisional Assignment.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and pursuant to Assignor’s obligations set forth in the Agreement or the Provisional Assignment (or similar agreement with Assignee), and to the extent that Assignor has not done so already via the Agreement with Assignee, or if Assignor has already done so via the Agreement with Assignee then in confirmation of any obligation to do so in the Agreement, Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, Assignor’s entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in any of paragraphs (1) – (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in any of paragraphs (1) – (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b) – (e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s), reexamination(s), revival(s), renewal(s), and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

Assignor hereby represents to Assignee, its successors, legal representatives, and assigns, that, if Assignor has retained any rights after the execution of the Agreement, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), any application for patent identified in the preceding paragraphs (b) – (e), and any patent identified in the preceding paragraph (g), such proceedings including but not limited to litigation proceedings (e.g., in federal district court), arbitration proceedings, proceedings before the International Trade Commission, interference and derivation proceedings, and any other post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *inter partes* reviews, supplemental examinations, etc.) (“Proceedings”), without charge to Assignor, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will not challenge the validity or enforceability of any application for patent or patents identified in the preceding paragraphs (b) – (g) in any of such Proceedings.

Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to Assignee for the sole use and behalf of Assignee, its successors, legal representatives, and assigns.

Date: 12/22/2023

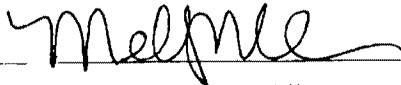
By: 

Name: DAVID DOCKHORN
Title: CHIEF OPERATING OFFICER
Company: WORRELL, LLC

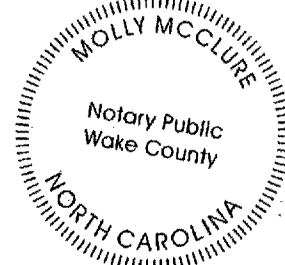
State of North Carolina
City/County of Raleigh/Wake ^{ss.}

On December 22, 2023, before me, Molly McClure, Notary Public, personally appeared David Dockhorn, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



Place Notary Seal Above

My Commission Expires: April 8, 2024

Date: JAN 3, 2024

By:

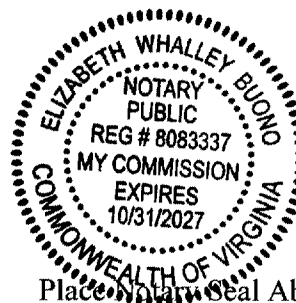
Eric Edwards
Name: ERIC EDWARDS
Title: CEO
Company: MEDPHLOW, LLC

State of VIRGINIA)
) ss.
City/County of Pittman)

On JAN 3, 2024, before me, ELIZABETH WHALLEY BUONO, Notary Public, personally appeared ERIC EDWARDS, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 10/31/27