

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PAT1835651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
5280 Prosthetics, LLC	11/15/2024
RECEIVING PARTY DATA	
Company Name:	COYOTE O&P INC
Street Address:	1491 S. Tyrell Ln
City:	BOISE
State/Country:	IDAHO
Postal Code:	83706
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9119735
CORRESPONDENCE DATA	
Fax Number:	2083436341
<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:	2083436355
Email:	IP@PEDERSENCO.COM
Correspondent Name:	Barbara S. Pedersen
Address Line 1:	Pedersen & Company, PLLC
Address Line 2:	1410 N 28TH ST
Address Line 4:	BOISE, IDAHO 83703
ATTORNEY DOCKET NUMBER:	6049
NAME OF SUBMITTER:	Barbara Pedersen
SIGNATURE:	/Barbara Pedersen/
DATE SIGNED:	02/19/2025
Total Attachments: 5	
source=5280 Patent Assignment for US Recordation#page1.tiff	
source=5280 Patent Assignment for US Recordation#page2.tiff	
source=5280 Patent Assignment for US Recordation#page3.tiff	
source=5280 Patent Assignment for US Recordation#page4.tiff	
source=5280 Patent Assignment for US Recordation#page5.tiff	

EXHIBIT A

ASSIGNMENT OF INVENTION AND PATENTS

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 15, 2024, is made by **5280 Prosthetics, LLC**, a Colorado Limited Liability Company ("Seller"), in favor of **Coyote O&P, Inc.**, an Idaho Corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to a Asset Acquisition Agreement between Buyer and Seller, dated as of the same date as this IP Assignment (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignor hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):
 - a) The patents and trademarks, and patent and trademark applications, if any, listed in Schedule 1 of the Asset Purchase Agreement, and all patents and trademarks that issue from such patent or trademark applications, and all continuations, and continuations-in-part, and divisionals, and extensions, and substitutions, and reissues, and re-examinations, and renewals, of any of the foregoing (collectively "**Patents and Trademarks**"), and any other patents or trademarks or patent or trademark applications from which any Patents and Trademark claims a benefit or priority or

- that claims a benefit or priority from any Patents and Trademarks, and any/all inventions disclosed and claimed in any of the foregoing (collectively "Acquired Patents and Trademarks");
- b) Products. The inventory of products listed in Schedule 1 of the Asset Purchase Agreement ("Products");
 - c) Licenses. All licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Patents and Trademarks, including those licenses listed on Schedule 2 of the Asset Purchase Agreement ("Licenses");
 - d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The

representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Agreed:

Date of Signature: Nov 15, 2024

Signature of ASSIGNOR:  Digitally signed by Nov 15, 2024 11:03:40

Asset Acquisition Agreement – Final

By: Clint Accinni

Signature of ASSIGNOR: 
Royce Heck (Nov 15, 2024 17:54 MST)

By: Royce Heck


5280 Prosthetics, LLC

Print Name of Officer signing for 5280 Prosthetics, LLC: _____

Print Title of Officer signing for 5280 Prosthetics, LLC: _____

Agreed:

Date of Signature: Nov 15, 2024

Signature of ASSIGNEE: 
Matt Perkins (Nov 15, 2024 16:03 MST)

By: Matt Perkins

COYOTE O&P INC.

Print Name of Officer signing for Coyote O&P Inc: _____

Print Title of Officer signing for Coyote O&P Inc.: _____

SCHEDULE 1

Acquired Assets

Patents/Trademarks

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Intelligent Prosthetic Socket System	US #	9,119,735		Seller
	European #	2734155		
AIRPUCK®	US	6273974		Seller

Products

- Prosthetic Socket vacuum components and assemblies within the scope of claims of US Patent #9,119,735 and/or European Patent #2734155, manufactured and/or sold by Seller previously or currently under the marks SMARTPUCK™ and/or ZEROPUCK™; or
- Prosthetic Socket components and assemblies not within the scope of the claims of the above listed US and European Patents, but manufactured and/or sold by Seller previously or currently under the mark AIRPUCK®; or
- Prosthetic Socket electric vacuum pump components and/or assemblies not provided for in this Products Section of Schedule 1.

Intellectual Property

- 5280 Website: www.5280prosthetics.com
- SmartPuck App: https://apps.apple.com/us/app/smartpuck-v2/id1235834141

Intangibles

- Sales Records
- Customer Lists and Information
- Customer Service and Tech Support Notes
- Warranty Information
- Vendor Lists
- Part Drawings