

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM394910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMDS LLC		08/30/2014	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	NEIL DUGGAL		
Street Address:	1544 GLOUCESTER ROAD		
City:	LONDON		
State/Country:	CANADA		
Postal Code:	N6G 2S6		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85535309	ENCAP	
Serial Number:	85561474		
CORRESPONDENCE DATA			
Fax Number:	8016770500		
<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:	8016770700		
Email:	hayley@maywoodip.com		
Correspondent Name:	Maywood IP Law		
Address Line 1:	6800 North 2400 WEst		
Address Line 4:	Amalga, UTAH 84335		
NAME OF SUBMITTER:	HAYLEY READ		
SIGNATURE:	/HAYLEY READ/		
DATE SIGNED:	08/12/2016		
Total Attachments: 2			
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OP \$65.00 85535309

ASSIGNMENT

IMDS LLC, having a place of business at 560 West Golf Course Road, Providence, Utah 84332 (the "Assignor"), holds rights, title and interest in systems, methods, and apparatuses, hereinafter called the "inventions." Such inventions, including various embodiments thereof, are disclosed in the following patent applications:

United States Utility Patent Application No. 13/367308, entitled "JOINT AND BONE FIXATION", filed February 6, 2012;

United States Utility Patent Application No. 13/662993, entitled "FACET FIXATION SYSTEMS", filed October 29, 2012;

United States Provisional Patent Application No. 61/554218, entitled "SYSTEMS AND METHODS FOR FACET FIXATION", filed November 1, 2011;

United States Provisional Patent Application No. 61/672093, entitled "FACET FIXATION SYSTEMS", filed July 16, 2012;

European Patent Application No. 12190897.4, entitled "FACET FIXATION SYSTEM", filed October 31, 2012;

United States Trademark Application No. 85/535309, entitled "MARK: ENCAP", filed February 6, 2012; and

United States Trademark Application No. 85/561474, entitled "LOGO: ENCAP", filed March 6, 2012.

Assignor hereby authorizes NEIL DUGGAL to insert the patent application numbers and filing dates above when known.

NEIL DUGGAL, having a place of business at 1544 Gloucester Rd. London, Ontario Canada N6G 2S6 (the "Assignee"), desires to secure its rights, title and interest in and to said inventions in accordance with the apportioned ownership provisions set forth between Assignee and Assignor in that certain Technology Development Agreement effective/executed on October 26, 2011, and any amendments pertaining thereto (the "Agreements").

In consideration of forty-five thousand U.S. dollars (\$45,000USD) paid to Assignor by the Assignee On or before 9/30/14, the receipt and sufficiency of which are hereby acknowledged,

EFFECTIVE OCTOBER 31, 2011, ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE:

the apportioned rights, title and interests held by Assignor, pursuant to and as set forth in the Agreements, in and to said inventions and in the above-identified patent applications and in all applications, provisionals, non-provisional, divisions, continuations and continuations-in-part of said applications, reissues, substitutes, and extensions of letters patent or patents granted thereon, in all corresponding applications filed under the Patent Cooperation Treaty ("PCT"), and in all corresponding applications filed in any countries, territories, or jurisdictions worldwide, and in all patents issuing thereon in the United States and in any countries, territories, and jurisdictions worldwide; and

the right to file PCT, domestic, and foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications:

and

the design history file, marketing materials, engineering documentation, 3D models, 2D drawings, and prototypes.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in all countries, territories, and jurisdictions worldwide as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignor and Assignee as the owners of all rights, title and interest in and to said inventions, for the sole use and benefit of Assignor and Assignee, their successors, assigns and legal representatives.

Assignor hereby authorizes and requests such Patent Office officials affiliated with the International Bureau of WIPO and duly authorized under the PCT to prosecute any PCT application on said inventions for the benefit of the Assignor and Assignee as the owners of all rights, title, and interests in and to said inventions, for the sole use and benefit of Assignor and Assignee, their successors, assigns and legal representatives.

Assignor hereby agrees, without further consideration and without expense to Assignor, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this assignment fully effective, including, by way of example but not of limitation, the following:

prompt execution of all documents (including without limitation declarations, oaths, and assignments) relating to applications, provisionals, non-provisional, divisions, continuations and continuations-in-part of said applications, reissues, substitutes, and extensions of letters patent or patents granted thereon, and other United States and foreign patent applications on said inventions, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications; and

cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, infringement, and other legal proceedings involving said invention.

This assignment and agreement shall be binding upon Assignor, its affiliates, subsidiaries, successors, assigns, and legal representatives.

ASSIGNEE:

DATED August 30, 2014


By: _____
Title: _____

ASSIGNOR:

DATED 30 August 2014

 Digitally signed by Bryan McMillan
Date: 2014.08.30 14:50:46 -05'00'
By: Bryan S McMillan
Title: President

August 30