

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464936

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Monetary Interest (see document for details)
RESUBMIT DOCUMENT ID:	900439651
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Don Jay Hegwer		02/13/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Innovative Sterilization Technologies, LLC
Street Address:	7625 Paragon Road
City:	Dayton
State/Country:	OHIO
Postal Code:	45459
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75950207	ONE TRAY
Registration Number:	2772642	ONE TRAY

CORRESPONDENCE DATA

Fax Number: 4154333883
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: 4157729655
Email: scorreia@weintraub.com
Correspondent Name: Shauna Correia
Address Line 1: 475 Sansome Street, Suite 1800
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Shauna N. Correia
SIGNATURE:	/s/ Shauna N. Correia
DATE SIGNED:	03/08/2018

Total Attachments: 18

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RELEASE OF MONETARY INTEREST IN INTELLECTUAL PROPERTY

THIS AGREEMENT TO RELEASE MONETARY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of February 12, 2018 ("Effective Date") by and between Innovative Sterilization Technologies, a company organized and existing under the laws of the State of Ohio and having a principal place of business at 7625 Paragon Rd, Dayton, OH 45459 (hereinafter referred to as "IST"), on the one hand, and Don Jay Hegwer, an individual residing at 2017 W. 48th Street, Westwood, Kansas 66205 ("Hegwer"), on the other hand.

RECITALS:

- A. IST is purchasing or otherwise acquiring rights to certain intellectual property identified without limitation on Exhibit A hereto, including but not limited to the Patents, Trademarks, Copyrights, FDA 510(k) clearance and Approvals, and all associated Intellectual Property Rights (as that term is defined below) for what is commonly known as the "ONE TRAY Rapid Processing System" and its components, including but not limited to containers, processing kits, filters and solutions (hereinafter referred to as "ONE TRAY"). The ONE TRAY intellectual property and all attendant Intellectual Property Rights are collectively referred to as "ONE TRAY Intellectual Property Rights."
- B. IST is acquiring the ONE TRAY Intellectual Property Rights from Sterile Containment Technology, LLC, a limited liability company organized and existing under the laws of the State of California, with an address at Suite 204, 1301 Quarry Court, Richmond, CA 94801 ("SCT-CA"), Sterile Containment Technology, LLC, a limited liability company organized and existing under the laws of the State of Nevada, with an address at 5605 Riggins Court, Suite 200, Reno, NV 89502 ("SCT-Nevada"), and Percival Banks, an individual (SCT-CA, SCT-Nevada, and Percival Banks are herein after collectively referred to as "SCT").
- C. On or about January 26, 2015, Hegwer sued IST and SCT for claims unrelated to the ONE TRAY Intellectual Property Rights (Contra Costa Superior Court Case No. C-15-00143, referred to as "the Action"). As a result of the settlement of the Action as between Hegwer and SCT, Hegwer obtained a money judgment in the amount of \$500,000.00 (inclusive of attorney's fees), plus costs and accrued interest, against SCT. In turn, Hegwer's attorneys of record, Loren Schwartz of Dunn & Panagotacos LLP, filed an attorney's fee lien against Hegwer's recovery from SCT in the Action. Hegwer obtained an Order from the Court in the Action on December 7, 2017, assigning to him all of SCT's rights to any payments under an IST license agreement with SCT, and to any of SCT's "interest" in IST, until the judgment lien has been satisfied. Hegwer has recorded notices of his judgment lien against the ONE TRAY Intellectual Property Rights, in the U.S. Patent and Trademark Office and with the FDA, and recorded as a "Certificate of Judgment for Lien upon Lands and Tenements" in the Court of Common Pleas, Montgomery County, Ohio as document number 00031698088.

- D. The Parties desire to extinguish and satisfy Hegwer's judgment lien in full, in conjunction with the sale of the ONE TRAY Intellectual Property Rights and payment from IST to SCT therefor. Hegwer has agreed to accept \$500,000 in full satisfaction of his judgment lien against SCT and the ONE TRAY Intellectual Property Rights, as set forth below.

It is therefore agreed as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:
- 1.1 Intellectual Property Rights. The term "Intellectual Property Rights" means all (i) patents, patent applications, provisionals, continuations, divisionals, foreign patent applications, patent disclosures and inventions, any application claiming priority from any of these, any patents that have issued or in the future issue therefrom, and any and all extensions or restorations by existing or future extension or restoration mechanisms including reissues and post-grant proceedings of the foregoing patents or patent applications, (ii) Internet Domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information, (vii) copies and tangible embodiments thereof (in whatever form or medium), and (viii) all FDA approvals and 510(k) clearances.
- 1.2 Party. "Party" means Hegwer or IST, and "Parties" means Hegwer and IST together.
- 1.3 Third Party. "Third Party" means any entity other than Hegwer or IST and their respective Affiliates.
- 1.4 Affiliate. The term "Affiliate" shall mean (i) any individual, partnership, corporation, or other entity or person which is owned or controlled directly or indirectly by a Party; (ii) any other individual, partnership, corporation, or other entity or person which controls or is controlled by or under common control; and (iii) any officer, director, partner, or owner of 10 percent or greater equity or voting interest in any such other corporation, partnership, or other entity or person.

//

2. Payment. IST shall pay Hegwer and his attorneys of record (Dunn & Panagotacos LLP) a combined five-hundred thousand U.S. dollars (\$500,000) (“Payment Amount”), as also set forth in the Intellectual Property Rights Purchase and Transfer Agreement between IST and SCT (the “Purchase Agreement”). All payments of Payment Amount or any portion thereof to Mr. Hegwer and his attorneys are contingent upon, and will be made only after (i) the Purchase Agreement and transfer of ownership letter has been executed by Banks, and (ii) Mr. Hegwer has executed this Release of Monetary Interest in Intellectual Property, the Full Satisfaction of Judgment (Exhibit 2 to this Release), and the Release of Lien letter to the FDA (Exhibit 3 to this Release), and (iii) after Loren Schwartz has delivered an executed pleading providing that the Dunn & Panagotacos LLP lien has been satisfied in full.

Specifically, IST shall pay:

- 2.1 Three-hundred and seventy-five thousand U.S. dollars (\$375,000) to Don Jay Hegwer. Payment will be made via wire transfer to:

Wells Fargo Bank NA
2017 w 48th St, Westwood KS 66205
Beneficiary: Don Jay Hegwer
Account Number: 1917347476
Routing number: 124103799

- 2.2 One-hundred and twenty-five thousand U.S. dollars (\$125,000) to Dunn & Panagotacos LLP. Payment will be made via wire transfer to:

Wells Fargo Bank NA
292 Battery Street, San Francisco CA 94111
Beneficiary: Dunn & Panagotacos LLP
Account Number: 5180686502
Routing Number: 121000248

3. For the avoidance of doubt, Hegwer warrants, and the Parties agree, Hegwer and Dunn & Panagotacos LLP shall only be paid once under both this Release and the Intellectual Property Rights Purchase and Transfer Agreement, meaning IST is to only pay five-hundred thousand U.S. dollars (\$500,000) combined in total between the Purchase Agreement and this Release. For further avoidance of doubt, IST shall pay directly to Hegwer a total of three-hundred and seventy-five thousand U.S. dollars (\$375,000), and IST shall pay directly to Dunn & Panagotacos LLP, a total of one-hundred and twenty-five thousand U.S. dollars (\$125,000).
4. Release. Once the Payment Amount referenced in Section 2 *infra* has been paid by IST, Hegwer warrants, and the Parties agree, Hegwer has been paid in full for all obligations outstanding under the judgment lien. Hegwer therefore fully and forever releases, discharges, and disclaims any and all interest in the ONE TRAY Intellectual Property Rights, including without limitation all:

- (a) The ONE TRAY Intellectual Property Rights;
- (b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the ONE TRAY Intellectual Property Rights;
- (c) All licenses or other rights to use any of the ONE TRAY Intellectual Property Rights and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (d) All amendments, extensions, renewals and extensions of any of the ONE TRAY Intellectual Property Rights;
- (e) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and
- (f) All other rights or benefits Hegwer has or purports to have with respect of the ONE TRAY Intellectual Property Rights.

5. Representations, Warranties, and Obligations of Hegwer.

5.1 Hegwer represents and warrants to IST that:

- (a) Hegwer does not assert any ownership or other right, title or interest in (i) IST; (ii) SCT; or (iii) the ONE TRAY Intellectual Property Rights, other than the Judgment Lien;
- (b) Hegwer and his Affiliates shall not engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the ONE TRAY Intellectual Property Rights or render any portion of them unenforceable;
- (c) Hegwer will fully cooperate in any and all proceedings or actions before the U.S. Patent and Trademark Office and/or the FDA to remove or clarify any recorded notices of his judgment lien or claimed ownership interest against the ONE TRAY Intellectual Property Rights;
- (d) Hegwer will fully cooperate in any and all steps required to notify the Court of Common Pleas in Montgomery County, Ohio that his lien has been fully satisfied and released;
- (e) Hegwer has not recorded the Judgment Lien with the Secretary of State of the State of California, Ohio, or any other state; and

- (f) After payment of the Payment Amount, Hegwer will not assert any rights whatsoever in the ONE TRAY Intellectual Property Rights or rights to payments with respect to the ONE TRAY Intellectual Property Rights.

6. Mutual Representations and Warranties.

6.1 Each Party represents and warrants to the other Party that:

- (a) Such Party has the full power and authority to enter into and perform this Release.
- (b) This Release constitutes the valid and binding obligations of such Party, enforceable against it or him in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally, and subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).
- (c) The execution, delivery and performance by such Party of this Release will not (i) conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree to which such Party is a party or by which such Party is bound or (ii) constitute a violation by such Party of any law, regulation, ordinance, order, writ, judgment, injunction, decree or other requirement of any governmental body or court applicable to such Party.
- (d) No consent, approval or authorization of, or designation, declaration or filing with, any person, entity or governmental authority is required on the part of such Party in connection with the execution, delivery and performance of this Release.
- (e) There is no claim, litigation, proceeding or governmental investigation pending or, to such Party's knowledge, threatened, or any order, injunction or decree outstanding, against such Party that would prevent or have a material adverse effect on the rights, duties or obligations of the Parties as set forth in this Release.

7. Further Agreements of the Parties.

7.1 Notice of Changes and Events. Each Party shall promptly notify the other Party in writing, and furnish to such Party any information that such Party may reasonably request, with respect to the occurrence of any event or the existence of any state of facts that would (i) result in the Party's representations and warranties not being true or (ii) impair the Party's ability to perform its obligations under this Release.

7.2 Expenses. Except as otherwise specifically provided in this Release, the Parties

shall bear their own respective expenses incurred in connection with this Release and in connection with all obligations required to be performed by each of them under this Release.

7.3 Publicity. IST shall have the right to issue a public announcement or press release or otherwise inform any Third-Party concerning the transactions contemplated by this Release, or provide a Third-Party with a copy of this Release.

7.4 Indemnification. Hegwer shall indemnify and hold harmless IST, and its Affiliates, directors, officers, employees, agents and other representatives (collectively, the "IST Indemnified Parties"), against all loss, liability, claims, damage, expense, fines, or penalties (including reasonable fees and expenses of counsel in any matter, whether involving a third party or between the Parties) (collectively "Losses") that any IST Indemnified Party may suffer, sustain or become subject to as a result of, arising out of, or in connection with: (i) any breach by Hegwer of any representations or warranties contained in this Release; and (ii) any breach by Hegwer of his covenants or other agreements contained in this Release.

7.5 Governing Law. This Release shall be governed by and construed in accordance with the law of the State of California, without giving effect to principles governing conflicts of law that would cause the law of any other jurisdiction to apply.

7.6 Venue and Jurisdiction. In the event of a cause of action arising under or in connection with this Agreement, the Parties agree to have their disputes or controversies decided in the Superior Court in and for the County of Contra Costa, State of California and/or the United States District Court for the Northern District of California, and such Courts shall have exclusive jurisdiction over the Parties with respect to such dispute or controversy. Each of the Parties submits to the venue and jurisdiction of those courts, including the *in personam* and subject matter jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or *forum non conveniens*, the absence of *in personam* or subject matter jurisdiction and any similar grounds, consents to service of process by mail or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. These consents to jurisdiction shall not be deemed to confer rights on any person other than the Parties.

7.7 Counterparts. This Release may be executed in multiple counterparts, which together shall constitute a single instrument. E-mail or other electronic delivery of an executed counterpart shall be valid and binding for all purposes.

7.8 Entire Agreement. This Release, including the schedules and exhibits hereto, contains a complete statement of all the arrangements between the Parties with respect to its subject matter, supersedes any previous agreements between them

relating to that subject matter, and cannot be amended, modified or terminated except in a written document executed by the Parties.

7.9 Severability. The invalidity of any provision or portion of a provision of this Release shall not affect the validity of any other provision of this Release or the remaining portion of the applicable provision.

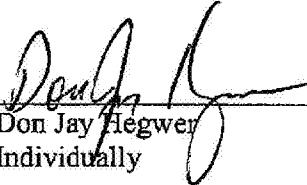
7.10 No Third-Party Beneficiaries. This Release shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

7.11 Amendments and Waivers. No amendment of any provision of this Release shall be valid unless the same shall be in writing and signed by the Parties. No waiver by either Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


7.12 Construction. The Parties have participated jointly in the negotiation and drafting of this Release. In the event an ambiguity or question of intent or interpretation arises, this Release shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Release. Any reference to any federal, state or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

7.13 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Release are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Release.

IN WITNESS WHEREOF, the parties have executed this Release as of the Effective Date.

By: 
Don Jay Hegwer
Individually

Date: Feb 13, 2018

By:  Date: 2/12/2018
Innovative Sterilization Technologies
Scott Cohen
President/CEO

{SF094735.DOCX;3}

This certificate is attached to a 14 page document dated 2/13/18 entitled Release of Monetary Interest in Intellectual Properties

ACKNOWLEDGMENT CERTIFICATE

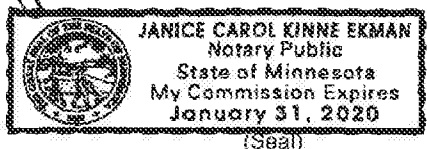
State of Minnesota
County of Ramsey

Before me, Janice Carol Kinne Ekman, on this
day personally appeared Don Jay Hegwer,
Name of Notary Public Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of Feb, 2018.
Year

Janice Carol Kinne Ekman
Notary Public's Signature
my commission expires Jan 31, 2020



Signer's Identity verified by:
 Personally known to me
 Identity proven on the oath
 Identity proven on the basis of US Passport
Name of possible witness
Description of identity card or other document
49245798

Exhibit 1

ONE TRAY Intellectual Property Rights (without limitation)

- * U.S. Patent No. 6,319,481, entitled "Sterilization Container"
- * U.S. Patent No. 7,595,032, entitled "Protected seal for a filtered vent in a sterilization container"
- * U.S. Trademark Reg. No. 2772642 (Serial Number 78108889) for "ONE TRAY"
- * U.S. Trademark Serial Number 75950207 for "ONE TRAY"
- * U.S. Copyright for "ONE TRAY"
- * FDA 510(K) No. K052567 for the ONE TRAY Sealed Sterilization Container
 - o Device description from original 510k approval:
- * ONE TRAY® is a sealed rigid container with a rectangular patterned group of perforations forming vented areas in the lid and base. Disposable hydrophobic SMS filters cover each vented area and are held firmly in place by a perforated stainless steel filter cover. This assembly permits the penetration of steam during the sterilization process and serves as a bacterial and fluid barrier at the conclusion of the sterilization cycle.

Exhibit 2
(Satisfaction of Judgment)

{SF094735.DOCX;3}

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):
 After recording, return to:
 Jay Hegwer
 2017 W. 48th Street
 Westwood, Kansas 66205

TEL NO. (913) 433-8802 FAX NO. (optional):
 E-MAIL ADDRESS (Optional): Jayhegwer@yahoo.com

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
 STREET ADDRESS: 725 Court Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Martinez, California 94553
 BRANCH NAME: Wakefield Taylor Courthouse

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: Jay Hegwer
 DEFENDANT: Percival Banks, et al.

CASE NUMBER:
 MSC15-00143

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
 FULL PARTIAL MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:
 a. Full satisfaction
 (1) Judgment is satisfied in full.
 (2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.
 b. Partial satisfaction
 The amount received in partial satisfaction of the judgment is \$
 c. Matured installment
 All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:*
 Jay Hegwer, 2017 W. 48th Street, Westwood, Kansas 66205

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:*

Percival Banks, 66 Hardie Drive, Moraga, California 94556
 Sterile Containment Technology, LLC, a California limited liability company, 1301 Quarry Ct., Suite 240, Richmond, CA 94801
 Sterile Containment Technology, LLC, a Nevada limited liability company, 5605 Riggins Ct., Suite 200, Reno, NV 89502

5. a. Judgment entered on (date): January 23, 2017
 b. Renewal entered on (date):

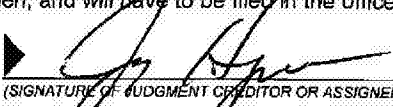
6. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER
Montgomery, Ohio	December 27, 2017	00031698088

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date: February 13, 2018


 (SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY*)

IN THE COURT OF COMMON PLEAS, MONTGOMERY
CIVIL DIVISION



C-FILED
COURT OF COMMON PLEAS

17 DEC 27 AM 8:28

CLERK OF COURTS
MONTGOMERY CO. OHIO
2

RUSSELL M. JOSEPH
MONTGOMERY COUNTY CLERK OF COURTS
41 N PERRY STREET, ROOM 104
DAYTON, OHIO 45422-2150
937-496-4623

**CERTIFICATE OF JUDGMENT
FOR LIEN UPON LANDS AND TENEMENTS**
General Code: 2329.02

CJ LIEN NUMBER: 2017 CJ 205410

I, Russell M. Joseph, Clerk of the Court of the Common Pleas of Montgomery County, Ohio, do hereby certify that on 01/23/2017 a judgment or decree was rendered by said Court in favor of judgment creditor(s):

JAY HEGWER

and against judgment debtor(s):

PERCIVAL BANKS
STERILE CONTAINMENT TECHNOLOGY LLC

IN THE AMOUNT OF \$500,000.00 WITH INTEREST AT 10% PER ANNUM FROM 01/23/2017 AND \$46,986.44 COSTS, IN A CERTAIN ACTION THEN PENDING IN SAID COURT, CASE NUMBER C-15-00143 ON THE DOCKET.

JAY HEGWER VS. PERCIVAL BANKS et al

which said judgment or decree is entered in said Court.

WITNESS my hand and the seal of said Court,
on 12/27/2017.

RUSSELL M. JOSEPH
Clerk of Court

Kullmer

Prepared by: KULLMER, Deputy Clerk

(Seal)

Attorney: JAY HEGWER

17CJ205410

This certificate is attached to a 1 page document dated 2/13/18 entitled ES-100

ACKNOWLEDGMENT CERTIFICATE *Acknowledgement of Judgement*

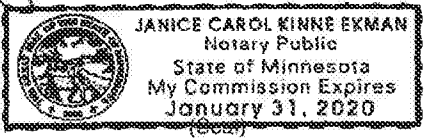
State of Minnesota
County of Ramsey

Before me, Janice Carol Kinne Ekman, on this
day personally appeared Don Jay Hequer,
Name of Notary Public Name of signor(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

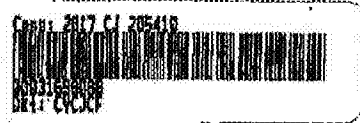
Given under my hand and seal of office this 13 day of Feb, 2018
Year

Janice Carol K E
Notary Public's Signature



Signer's Identity verified by:
 Personally known to me
 Identity proven on the oath Name of juratice witness
 Identity proven on the basis of US Passport
49245798 Description of identity used or other document

IN THE COURT OF COMMON PLEAS, MONTGOMERY
CIVIL DIVISION



C-FILED
COURT OF COMMON PLEAS

RUSSELL M. JOSEPH

17 DEC 27 AM 8:28

MONTGOMERY COUNTY CLERK OF COURTS
41 N PERRY STREET, ROOM 104
DAYTON, OHIO 45422-2150
937-496-4623

CLERK OF COURTS
MONTGOMERY CO. OHIO
2

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JAY HEGWER VS. PERCIVAL BANKS et al

which said judgment or decree is entered in said Court.

WITNESS my hand and the seal of said Court,
on 12/27/2017.

RUSSELL M. JOSEPH
Clerk of Court

Prepared by: KULLMER, Deputy Clerk

(Seal)

Attorney: JAY HEGWER

17CJ205410

Exhibit 3
(Hegwer Letter to FDA re: Release of Lien)

{SF094735.DOCX;3}

February 13, 2018

Food and Drug Administration
Center for Devices & Radiological Health, HFZ-308
9200 Corporate Blvd.
Rockville, MD 20850-4015

Food and Drug Administration
Center for Devices & Radiological Health
Document Mail Center/W066-G09
10903 New Hampshire Ave
Silver Spring, MD 20993-2222

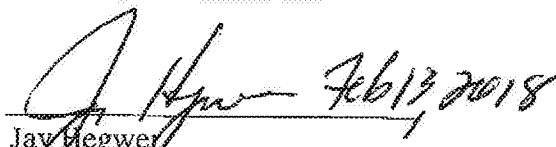
Re: K052567

To whom it may concern:

On November 6, 2017, I submitted a copy of a Judgment/Court Order by the Superior Court of California, in and for the County of Contra Costa, against Sterile Containment Technology and Percival Banks, with a request to attach that letter and the Judgment/Court order to the 510K file and FDA 510K Approval No. K05267 (*sic*).

Please be advised that the Judgment Lien is satisfied in full, and please attach this letter to the 510K file and FDA 510K Approval No. K052567.

Should you have any questions, please do not hesitate to contact me.

By:  Feb 13, 2018
Jay Hegwer
2017 W. 48th Street
Westwood, KS 66205
Phone 913-433-8802
jayhegwer@yahoo.com

{SF094737.DOCX;}

TRADEMARK
REEL: 006287 FRAME: 0745

This certificate is attached to a 1 page document dated 2/13/18 entitled FDA letter

Re: K052567

ACKNOWLEDGMENT CERTIFICATE

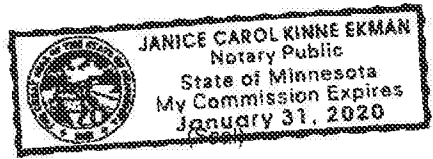
State of Minnesota
County of Ramsey

Before me, Janice Carol Kinne Ekman, on this
day personally appeared Don Jay Hegwer
Name of Notary Public Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of Feb, 2018.
Year

Janice Carol Kinne Ekman
Notary Public's Signature
my commission expires Jan 31, 2020



Signer's Identity verified by:

Personally known to me

Identity proven on the oath

Identity proven on the basis of US Passport
49245798
Name of credible witness Description of identity card or other document