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ER SHEET

To the Director of the US Patent and Trademark Office. Please record documents or the new address(es) below.

1. Name of conveying party(ies): **Labrador Research, LLC**
PO Box 142
Fremont, CA 94537 USA

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name **OndaVia, Inc.**

Street address **PO Box 142**

City **Fremont**

State **CA**

Zip **94537**

Country **US**

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Assignment

☐ Security Agreement

☐ Merger

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424m Confirmatory License

☒ Other **Correct error in previously recorded cover sheet**

Execution Date(s):

8/24/09

4. Application or patent number(s):

A Patent Application No (s)

12/082094

B Patent No (s)

C Agent Ref No (s)

LBD-101/US

☐ This document is being filed together with a new application

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name **Lumen Patent Firm**

Street address **350 Cambridge Ave , Suite 100**

City **Palo Alto**

State **CA**

Zip: **94306**

Country **USA**

Phone No . **650-424-0100**

Fax No **650-424-0141**

Email **admin@lumen.com**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 1.21(h) & 3.41): **\$ 40**

☒ Authorized to be charged by credit card

8. Payment information:

a Credit Card Last 4 Numbers **5900**

Credit Card Expiration Date **10/2012**

9. Signature:

Signature **/ Robert Lodenkamper / Reg.No. 55,399**

Printed Name

Robert Lodenkamper

Date

12/7/10

Total number of pages including cover sheet, attachments and documents **4**

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PATENT

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05-03-2010



SHEET

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To the Director of the US Patent and

its or the new address(es) below.

4-26-10
1. Name of conveying party(ies): LABRADOR RESEARCH, LLC
PO Box 142
FREMONT CA 94537 USA

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: ONDAVIA, INC.

Street address: PO Box 142

City FREMONT State: CA Zip: 94537 Country: USA

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

☒ Assignment☐ Joint Research Agreement☐ Security Agreement☐ Government Interest Assignment☐ Merger☐ Executive Order 9424m Confirmatory License☐ Change of Name☐ Other

Execution Date(s): 8/24/2009

4. Application or patent number(s):

A. Patent Application No.(s)
12/082094

B. Patent No.(s)

C. Agent Ref No.(s)
LBD-101/US☐ This document is being filed together with a new application.Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Lumen Patent Firm

Street address: 350 Cambridge Ave., Suite 100

City: Palo Alto

State: CA

Zip: 94306

Country: USA

Phone No.: 650-424-0100

Fax No.: 650-424-0141

Email: admin@lumen.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41): \$ 40

☒ Authorized to be charged by credit card

8. Payment Information:

a. Credit Card Last 4 Numbers: 5900

Credit Card Expiration Date: 10/2012

9. Signature:

Signature / Ron Jacobs / Reg.No. 50,142

Printed Name

Ron Jacobs

Date

4/21/10

Total number of pages including cover sheet,
attachments and documents: 4

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PATENT
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AMENDMENT NO. 1 TO ASSIGNMENT AGREEMENT

This Amendment No. 1 (the "First Amendment") to the Assignment Agreement between Jaan Noolandi, a citizen of Canada residing at 1030 El Monte #207, Mountain View, CA 94040 ("Noolandi"), Labrador Research, LLC, a Wyoming limited liability company ("Labrador"), and OndaVia, Inc. a Delaware corporation dated June 8, 2008 (the "Agreement"), is entered into on August 23, 2009 (the "Amendment Date"). Capitalized terms used in this First Amendment and not defined in this First Amendment will have the meanings set forth in the Agreement. In connection with the assignment of the Patent by Labrador to OndaVia in a separate patent assignment agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions. Sections 1.2 and 1.3 of the Agreement are hereby deleted in its entirety and replaced with the following:

"1.2 "Product" means a consumable analysis chip for water quality testing the manufacture, sale, use, or importation of which would infringe an issued, valid, and unexpired claim of the Patent in a country in which that Product is made, used, sold, or imported. "Product" excludes any water testing instrument or device in which the consumable analysis chip is inserted or used.

"1.3 "Net Sales" means the gross amount collected by Labrador for the sale of a Product, less all: (a) normal and customary cash and trade discounts and rebates (including prompt payment and volume discounts); (b) duties and taxes (including excise, sales, use, and value added taxes); (c) insurance, freight, packaging, handling, shipment, and transportation expenses (including associated insurance costs); (d) amounts allowed or credited due to returns, rejections, recalls, rebates, charge backs, billing errors, or retroactive price reductions; and (e) sales commissions or fees paid. Net Sales excludes amounts collected by Labrador: (i) that are not directly related to sale of a Product, including amounts paid for support, maintenance, development, research, training, and products bundled with a Product; (ii) for transfers made to a third party for resale by the third party or to an affiliate; and (iii) for Products used in clinical trials, used for research and development or other non-commercial uses, supplied as commercial samples, or supplied as charitable or humanitarian donations."

2. Consideration. Sections 3.1 and 3.2 of the Agreement are hereby deleted in their entirety and replaced with the following:

"3.1 Royalties. Labrador shall pay royalties to NOOLANDI or his executors or legal representative at a rate of one percent (1%) of the Net Sales, up to a total of \$250,000, subject to offset by Labrador for its costs and expenses associated with prosecuting the Patent under Section 5, currently estimated to be \$13,500.

"3.2 Intentionally deleted."

3. Consent to Assignment. Noolandi hereby consents to Labrador's assignment of the Agreement, and all of its rights and obligations under the Agreement, to OndaVia. For clarity, once assigned, each instance of "Labrador" in the Agreement and this First Amendment will instead be deemed to refer to OndaVia. Noolandi waives any terms of the Agreement that may provide that the Agreement is not assignable, that the occurrence of the Assignment would constitute a breach of the Agreement, or that would grant Noolandi the right to terminate or void all or a portion of the Agreement. In addition, either party, its successors, or assigns, may assign any of its rights or obligations under the Agreement or this First Amendment freely.

4. Miscellaneous. The provisions of this First Amendment supersede all provisions of the Agreement that are inconsistent with the provisions of this First Amendment. The Agreement, as modified by this First Amendment, remains in full force and effect and constitutes the entire agreement of the parties with respect to the subject matter thereto. This First Amendment shall not be deemed a waiver by either party of any of its rights or remedies under the Agreement, except to the extent expressly set forth in this First

Amendment. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

- Signature page follows -

Signature page

Noolandi

By:

Jaan Noolandi
(Authorized Signature)

Name:

JAAN NOOLANDI
(Print or Type)

Title:

CONSULTANT

Date:

Aug. 23 / 09

Labrador

By:

Mark C. Peterman
(Authorized Signature)

Name:

Mark C. Peterman
(Print or Type)

Title:

President

Date:

8/24/09

OndaVia

By:

Mark C. Peterman
(Authorized Signature)

Name:

Mark C. Peterman
(Print or Type)

Title:

Chief Executive Officer

Date:

8/24/09