

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3094032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FUTURISTIC MEDICAL DEVICES, LLC	10/04/2011

RECEIVING PARTY DATA

Name:	ACTIVECARE, INC.
Street Address:	1365 WEST BUSINESS PARK DRIVE
City:	OREM
State/Country:	UTAH
Postal Code:	84058

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7251471

CORRESPONDENCE DATA

Fax Number: (214)740-1499

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: (214) 740-1438

Email: maryjok@bellnunnally.com

Correspondent Name: CRAIG J. COX

Address Line 1: 3232 MCKINNEY AVENUE, SUITE 1400

Address Line 2: BELL NUNNALLY & MARTIN LLP

Address Line 4: DALLAS, TEXAS 75204

ATTORNEY DOCKET NUMBER:	07438-00011
NAME OF SUBMITTER:	CRAIG J. COX
SIGNATURE:	/Craig J. Cox/
DATE SIGNED:	11/04/2014

Total Attachments: 10

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Futuristic Medical Devices, LLC

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

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

Execution Date(s) October 4, 2011

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

2. Name and address of receiving party(ies)

Name: ActiveCare, Inc.

Internal Address: _____

Street Address: 1365 West Business Park Drive

City: Orem

State: UT

Country: US Zip: 84058

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

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

7251471

Additional numbers attached? ☐ Yes ☒ No

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

Name: Craig J. Cox

Internal Address: Bell Nunnally & Martin LLP

Street Address: 3232 McKinney Avenue, Suite 1400

City: Dallas

State: TX Zip: 75204

Phone Number: (214) 740-1438

Docket Number: 07438-00011

Email Address: craigc@bellnunnally.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

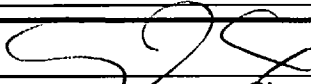
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 502558

Authorized User Name Craig J. Cox

9. Signature:


Signature

November 4, 2014
Date

Craig J. Cox

Name of Person Signing

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

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 4th day of October, 2011 by and between ActiveCare, Inc., a Delaware corporation (the "Company"), and Futuristic Medical Devices, LLC ("FMD").

WHEREAS, the Company and FMD entered into that certain Patent License Agreement dated effective May 1, 2009 (the "License Agreement") wherein FMD granted an exclusive, irrevocable, worldwide license to the Company to use and otherwise exploit certain patents owned by FMD listed in the attached Exhibit A (the "Patents") under certain terms and conditions; and

WHEREAS, the terms and conditions governing the Company's use of the Patents included, among others, the requirement that the Company pay to FMD an upfront royalty of \$300,000 ("Initial Royalty") a continuing royalty based on the net sales of the Company for certain products utilizing the Patents (the "Net Sales Royalties", collectively referred to as the "Royalties"); and

WHEREAS, the Company has not paid any Royalties under the terms and conditions of the License Agreement; and

WHEREAS, the Company and FMD desire to settle and terminate the License Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the agreements set forth below, the parties agree as follows:

1. Termination of License Agreement and Assignment of Patents. The parties hereby mutually agree to the termination of the License Agreement. In addition, FMD agrees to transfer to the Company and the Company hereby purchases from FMD, the Patents free of any liens and encumbrances for the consideration described in Section 2, below. Capitalized terms in this Agreement that are not otherwise defined shall have the meaning given them in the License Agreement, a copy of which is attached hereto as Exhibit B.
2. Payment of Purchase Price. As consideration for the assignment and transfer of the Patents to the Company by FMD, the Company shall issue to FMD 600,000 shares of the Common Stock of the Company. Such shares shall be free from restrictions and freely transferable by FMD. In addition the Company shall issue to FMD 480,000 shares of the newly authorized and designated class of Preferred Stock of the Company known as "Series C Convertible Preferred". The Certificate of the Rights and Preferences of the Series C Preferred stock is attached hereto as Exhibit C. Such shares of Series C Preferred shall be issued within three (3) business days of the filing of the Articles of Amendment to the Company's Certificate of Incorporation authorizing the designation of the series of Preferred Stock.

3. Deliverables. Within thirty (30) days following the execution of this Agreement by both parties hereto, FMD will deliver to the Company copies of the Assignment Agreements, the Prosecution History Files, the Docket, and copies of all files and original documents owned or controlled by FMD, which include publicly available documents (including, without limitation, Assignment Agreements, copies of Letters Patent, and other documents necessary to establish that FMD's representations and warranties in Section 6 are true and correct) relating to the Patents and/or the Abandoned Assets ("Initial Deliverables"). FMD acknowledges and agrees that Company may request, and FMD will promptly deliver, additional documents based on Company's review of the Initial Deliverables (such additional documents, related information and the Initial Deliverables, collectively, the "Deliverables") and the Deliverables, and that as a result of Company's review, the listing of assets in Exhibits A and B, and the list of Abandoned Assets on Exhibit C, may be revised before and after the Closing to conform these lists to the definition of Patents (and these revisions may require the inclusion of additional provisional patent applications, patent applications, and patents on Exhibits A and B or both). FMD shall not be obligated to provide any attorney client confidential information or attorney work product.
4. Further Cooperation. At the reasonable request of Company, FMD will execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors, as necessary for fully perfecting and conveying unto Company the benefit of the transactions contemplated hereby, including, without limitation, providing and assisting in obtaining execution of any assignments, confirmations, powers of attorney, inventor declarations, and other documents that Company may request for prosecuting, maintaining, filing, obtaining issuance of, registering, enforcing, defending, or bringing any proceeding relating to the Patents. To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution History Files, FMD will ensure that, if any such portion of the Prosecution History File remains under FMD's possession or control after the Closing, it is not disclosed to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) FMD gave Company prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Prosecution History File.
5. FMD's Assistance. Following assignment of the Patents hereunder, FMD will provide Company with such advice and assistance as Company will reasonably request in connection with the filing, prosecution, maintenance, or defense of the Patents. Company will not be responsible for any costs incurred by FMD without Company's prior written agreement to bear such costs.
6. Joinder; Cooperation in Litigation. This Agreement transfers to Company all substantial rights under the Patents and, as a result, Company has the right to bring any future action or proceeding to enforce claims under the Patents in its own name, without naming FMD

as a party thereto, regardless of the date of any alleged infringement or other cause of action. However, if necessary or desirable in Company's sole discretion, Company may name FMD as a party in any action or proceeding to enforce the Patents. If Company finds it necessary or desirable, FMD will execute all papers or perform any other acts or provide any assistance, at Company's expense, toward pursuing such action or proceeding, as reasonably required by Company. FMD will use its best efforts to ensure that any FMD personnel will be available to cooperate, at Company's expense, toward pursuing such action.

7. Representations and Warranties of FMD. FMD represents and warrants to Company as of the Effective Date and as of the Closing:

7.1 All Substantial Rights. FMD intends by this Agreement to transfer to Company the Patents and all substantial rights under the Patents.

7.2 Authority. FMD has the full power and authority and has obtained all third party consents, approvals, and/or authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment to Company of all causes of action with respect to the Patents.

7.3 Title and Contest. FMD owns and hereby conveys, assigns and transfers to the Company all right, title and interest to each right conferred under this Agreement with respect to the Patents, including, without limitation, all rights, title, and interest in and to the causes of action assigned by this Agreement. FMD has obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulation in each jurisdiction. Each right conferred under this Agreement with respect to the Patents is free and clear of all liens, mortgages, security interests, and restrictions on transfer. There are no actions, suits, investigations, claims, or proceedings threatened, pending or in progress relating in any way to any right conferred under this Agreement with respect to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to or in any Person to acquire any Patents.

7.4 Existing Licenses and Restrictions on Rights. No rights, interests, or licenses have been granted under any of the Patents or retained by prior owners or inventors. Company will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of any of Patents or the related causes of action as a result of the transactions contemplated in this Agreement or any prior transaction related to the Patents or the Abandoned Assets.

7.5 Validity and Enforceability. None of the Patents or the Abandoned Assets (other than Abandoned Assets for which abandonment resulted solely from unpaid fees and/or annuities) has been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding; and FMD does not know, has not received any notice or claim from any source suggesting that, the Patents are invalid, unpatentable, or unenforceable. To the extent "small entity" fees were paid to the United

States Patent and Trademark Office for any of the Patents, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees at the time of such payment and specifically had not licensed rights in any of the Patents to an entity that was not a "small entity."

7.6 Conduct. FMD and its representatives have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder its enforcement, including, without limitation, misrepresenting FMD's patent rights to a standard-setting organization.

7.7 Enforcement. FMD has not (a) put a third party on notice of actual or potential infringement of any of the Patents or the Abandoned Assets or (b) initiated enforcement action(s) with respect to any of the Patents or the Abandoned Assets.

7.8 Patent Office Proceedings. None of the Patents or the Abandoned Assets has been or is currently involved in any re-examination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

7.9 Fees. All maintenance fees, annuities and the like due or payable on each of the Patents have been timely paid.

7.10 Abandoned Patents. According to each applicable patent office, each of the Abandoned Assets has expired, lapsed, or been abandoned or deemed withdrawn.

8. Release.

8.1. In consideration of the promises and covenants contained herein, and upon receipt of the consideration provided by Section 2 hereof, FMD hereby releases and forever discharges the Company and its officers, directors, representatives, agents, attorneys, successors and assigns (all of whom are collectively referred to herein as the "Company Releasees") of and from any and all claims, actions, causes of action, rights, demands, debts, obligations, or damages, of whatever nature or kind, known or unknown, at law or in equity, which they, or one or more of them, have or purport to have against the said Company Releasees, or one or more of them, arising or occurring prior to the effective date of this Agreement. The claims released herein include, without limitation, any claims in any way arising out of, based upon, or relating to any acts, omissions, transactions or events could have or reasonably should have been raised or asserted in any action, and any other tort, contract or statutory claim.

8.2. Notwithstanding the release of claims contained in paragraph 8.1 above, the parties agree that FMD is not releasing any claims that may arise in the future based upon any breach by the Company of any obligation owed under this Agreement.

9. Other Provisions.

9.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission or, if mailed, five (5) days after the date of deposit in the United States mail, as follows:

- (i) If to the Company, to:
ActiveCare, Inc.
5095 West 2100 South
West Valley City, Utah 84120

with a copy (which shall not constitute notice hereunder) to:

Durham Jones & Pinegar, P.C.
Attention: Kevin R. Pinegar, Esq.
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

- (ii) If to FMD:
Futuristic Medical Devices
Jacob Pilchick
13 Augusta Avenue
Monsey, New York 10952

Any party may change its address for notice hereunder by notice to the other parties hereto.

9.2 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

9.3 Governing Law; Venue. The Agreement shall be governed and construed in accordance with the laws of the State of Utah applicable to agreements made and to be performed entirely within such state. The parties submit themselves to the jurisdiction of the Federal and State courts located in Utah and agree to commence any lawsuit arising under or relating to this Agreement in such courts.

9.4 Assignment. This Agreement and any rights and obligations hereunder, may not be assigned by any party hereto without the prior written consent of the other party.

9.5 Headings. The headings of this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

9.6 Indemnification. The Company hereby indemnifies and holds FMD harmless from and against any and all losses, claims, damages, and law suits (including costs of investigation and reasonable legal fees, and expenses at trial or on appeal) which arise out of or result from the FMD's association with the Company through this Agreement as long as the event, act, omission is not directly attributable to a misdeed or misrepresentation of FMD.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Date first above-written.

ActiveCare, Inc.

Futuristic Medical Devices, LLC

By: Michael Aitar

By: _____

Its: Cfo

Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the
Date first above-written.

ActiveCare, Inc.

By: Michael Carter
Its: CFO

Futuristic Medical Devices, LLC

By: [Signature]
Its: MEMBER

EXHIBIT A

PATENTS

<u>Patent or Application No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title of Patent</u>
6,044,257	United States	March 28, 2000	Panic Button Phone
6,636,732	United States	October 21, 2003	Emergency Phone with Single Button Activation
6,226,510	United States	May 1, 2001	Emergency Phone for Automatically Summoning Multiple Emergency Response Services
7,092,695	United States	August 15, 2006	Emergency Phone with Alternate Number Calling Capability
7,251,471	United States	July 31, 2007	Emergency Phone with Single Button Activation

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