

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3195523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MEDICAL DEVICE TECHNOLOGIES 2, LLC	01/21/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BREATH DIAGNOSTICS, LLC	
<b>Street Address:</b>	2901 TASMAN DRIVE	
<b>City:</b>	SANTA CLARA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95054	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	61548390
	<b>Application Number:</b>	13655392
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)324-1678	
<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>		
<b>Phone:</b>	6503241677	
<b>Email:</b>	rhayden@petersverny.com	
<b>Correspondent Name:</b>	PETERS VERNY, LLP	
<b>Address Line 1:</b>	425 SHERMAN AVENUE	
<b>Address Line 2:</b>	SUITE 230	
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306	
<b>ATTORNEY DOCKET NUMBER:</b>	6363.01	
<b>NAME OF SUBMITTER:</b>	ROBERT HAYDEN	
<b>SIGNATURE:</b>	/Robert Hayden, #42,645/	
<b>DATE SIGNED:</b>	01/23/2015	
<b>Total Attachments: 3</b>		
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## ASSIGNMENT AGREEMENT

This Assignment ("Agreement"), dated as of January 21, 2015 (the "Effective Date"), is between **Medical Device Technologies 2, LLC**, a New York limited liability company (hereinafter "MDT2") and **Breath Diagnostics LLC**, an a New York limited liability company (hereinafter "BD").

WHEREAS, MDT2 owns certain rights, title, and interest – subject to a October 10, 2012 Quitclaim Assignment from The Research Foundation of the State University of New York at Buffalo, a December 6, 2012 Quitclaim Assignment from Jerome Schentag and David D'Andrea, and a December 6, 2012 Quitclaim Assignment from Therasyn DM, LLC – in improvements in "DEVICE AND METHOD FOR MONITORING AND QUANTIFYING ANALYTES", for which U.S. Provisional Application Serial Number 61/548,390 was filed on October 18, 2011, and for which U.S. Application Number 13/655,392 was filed on October 18, 2012;

AND WHEREAS, BD is desirous of obtaining MDT2's right, title and interest in, to and under said improvements and said applications.

NOW THEREFORE, in consideration of their mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, MDT2 and BD, understanding and agreeing that nothing contained in this agreement shall be interpreted or construed as an admission or acknowledgement by any party of any wrongdoing, and making no admission of fact or liability, agree as follows:

1. *Agreement by MDT2 - Assignment.* MDT2 does hereby assign, transfer and set over to BD, its successors, legal representatives and assigns, MDT2's right, title and interest in, to and under the said improvements in "DEVICE AND METHOD FOR MONITORING AND QUANTIFYING ANALYTES", and the said applications, U.S. Provisional Application Serial Number 61/548,390 and U.S. Application Number 13/655,392, including the right to claim priority to said applications, and any non-provisionals and divisions, continuations and continuations-in-part thereof, and all Letters Patent which may be granted thereon and all reexaminations, reissues, renewals and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all reexaminations, reissues, renewals and extensions thereof; and, to the extent it has any right to do so, MDT2 hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to BD, its successors, legal representatives and assigns, in accordance with the terms of this

3. *Entire Agreement.* BD and MDT2 further agree, declare and represent that no promise, inducement or agreement not expressed or referred to has been made to any party, that the entire agreement between the parties is contained or referred to in this Agreement, and that the terms of this Agreement are contractual and not a mere matter of recital.

4. *Assigns.* This Agreement shall be binding and shall inure to the benefit of each of the parties, their respective assigns and successors in interest.

5. *General.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York. BD and MDT2 agree that any and all disputes and litigation regarding this Agreement, its construction and matters connected with its performance be subject to the exclusive jurisdiction of the state of New York (the "Court"), and the parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters. This

Agreement may not be changed, modified, renewed, extended, waived, or discharged except by an agreement in writing signed by the parties. The failure by BD or MDT2 to seek redress for violation of or to insist upon the strict performance of any term, covenant, condition, agreement, or provision of this Agreement shall not constitute a waiver thereof nor a waiver of any subsequent breach of the same or any other term, covenant, condition, agreement or provision of this agreement.

6. *Confidentiality.* From and after the Effective Date, no party shall disclose the existence or terms of this Agreement except: (a) with the prior written consent of all other parties; (b) to any state or federal governmental body having jurisdiction and specifically requiring such disclosure; (c) in response to a valid subpoena or as otherwise may be required by law, provided that the producing party must reasonably notify the non-producing parties in order that they may take reasonable steps to ensure a protective order is in place and that this Agreement is produced under that protective order; (d) for the purposes of disclosure in connection with a report filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations; (e) to a party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (f) as required during the course of litigation and subject to protective order; provided however, that any production under a protective order would be protected under an "Attorneys Eyes Only" or higher confidentiality designation; or (g) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction; provided, however, that prior to any such disclosure pursuant to paragraph (c) or (f) hereof, the party seeking disclosure shall promptly notify the other party.

7. *Notices.* All notices required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or if dispatched by prepaid air courier with package tracing capabilities or by registered or certified airmail, postage prepaid. Such notices shall be deemed to have been served when received by addressee. Any party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party as above provided at such changed address.

8. *Assignment and Change of Control.* This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. In the event that BD, subsequent to the Effective Date, should transfer any rights, title or interest in or to the said improvements in "DEVICE AND METHOD FOR MONITORING AND QUANTIFYING ANALYTES", or the said applications, U.S. Provisional Application Serial Number 61/548,390 and U.S. Application Number 13/655,392, or should acquire substantially all of the assets of a Third Party, the covenants, promises, and obligations of MDT2 under this Agreement shall extend to any person(s) or entity(ies) in receipt of such right, title, or interest, or to any such Third Party.


9. *Severability.* If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

10. *Counterparts.* This Agreement may be executed in multiple counterparts, each one of which shall be deemed to be a duplicate original.

11. *Authorization of signatories.* The parties hereby represent and warrant that the individuals signing below on their behalf are empowered and authorized to bind the parties for whom they have signed in all respects.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 21 day of January, 2015

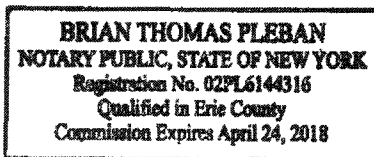
**Medical Device Technologies 2, LLC**

  
Signature  
John Yurtchuk, Managing Member  
Printed Name


STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ERIE            )

This 21 day of January, 2015 before me personally came the above-named John Yurtchuk, to me personally known as the individual who executed the same of his/her own free will for the purposes therein set forth.

  
Notary Public



**BREATH DIAGNOSTICS LLC**

  
Signature  
John Yurtchuk, Managing Member  
Printed Name & Position

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF ERIE            )

This 21 day of January, 2015, before me personally came the above-named John Yurtchuk, to me personally known as the individual who executed the same of his/her own free will for the purposes therein set forth.

  
Notary Public

