

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3240816

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the LAST NAME OF THE SIXTH ASSIGNOR previously recorded on Reel 035010 Frame 0315. Assignor(s) hereby confirms the CORRECT NAME OF THE SIXTH ASSIGNOR TO BE JULIE WILNER.

**CONVEYING PARTY DATA**

Name	Execution Date
BHARADWAJ SRINIVASAN	12/04/2013
AARON SAMUEL FILNER	02/21/2015
KATHLEEN ELIZABETH LINN	12/04/2013
KONSTANTINE M. PANGALOS	12/04/2013
MAC BAKER	02/06/2015
JULIE WILNER	02/17/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	BASIS SCIENCE, INC.
<b>Street Address:</b>	1200 FOLSOM STREET
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14082055

**CORRESPONDENCE DATA**

**Fax Number:** (650)938-5200  
*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:** 6503357607  
**Email:** aeidinger@fenwick.com  
**Correspondent Name:** RAJIV P. PATEL  
**Address Line 1:** FENWICK & WEST LLP  
**Address Line 2:** 801 CALIFORNIA STREET  
**Address Line 4:** MOUNTAIN VIEW, CALIFORNIA 94041

<b>ATTORNEY DOCKET NUMBER:</b>	28043-24758/US
<b>NAME OF SUBMITTER:</b>	RAJIV P. PATEL, REG. NO. 39,327
<b>SIGNATURE:</b>	/Rajiv P. Patel/

PATENT

<b>DATE SIGNED:</b>	02/25/2015
---------------------	------------

**Total Attachments: 13**

- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page1.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page2.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page3.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page4.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page5.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page6.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page7.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page8.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page9.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page10.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page11.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page12.tif
- source=24758\_Notice\_of\_Recordation\_and\_Assignment\_2015-02-23#page13.tif

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3237699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BHARADWAJ SRINIVASAN	12/04/2013
AARON SAMUEL FILNER	02/21/2015
KATHLEEN ELIZABETH LINN	12/04/2013
KONSTANTINE M. PANGALOS	12/04/2013
MAC BAKER	02/06/2015
JULIE JULIE <del>WILNER</del> <u>WILNER</u>	02/17/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BASIS SCIENCE, INC.
<b>Street Address:</b>	1200 FOLSOM ST.
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14082055
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200
<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>	6503357607
<b>Email:</b>	aeidinger@fenwick.com
<b>Correspondent Name:</b>	RAJIV P. PATEL
<b>Address Line 1:</b>	FENWICK & WEST LLP
<b>Address Line 2:</b>	801 CALIFORNIA STREET
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94041
<b>ATTORNEY DOCKET NUMBER:</b>	28043-24758/US
<b>NAME OF SUBMITTER:</b>	RAJIV P. PATEL, REG. NO. 39,327
<b>SIGNATURE:</b>	/Rajiv P. Patel/
<b>DATE SIGNED:</b>	02/23/2015

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to BASIS Science, Inc., a Delaware corporation, having a place of business at 1200 Folsom Street, San Francisco, CA 94103 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional application filed under 35 U.S.C. § 111(b), non-provisional application filed under 35 U.S.C. § 111(a), international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- Application No. 14/082,055, entitled "Monitoring and Motivating Health Habits," filed on November 15, 2013.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title: Monitoring and Motivating Health Habits  
Filed: November 15, 2013  
Application No.: 14/082,055

---

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>
	12/4/13
Bharadwaj Srinivasan	

<u>Name and Signature</u>	<u>Date of Signature</u>
Aaron Samuel Filner	

<u>Name and Signature</u>	<u>Date of Signature</u>
	12/4/13
Kathleen Elizabeth Linn	

<u>Name and Signature</u>	<u>Date of Signature</u>
	12/4/13
Konstantine M. Pangalos	

<u>Name and Signature</u>	<u>Date of Signature</u>
Mac Baker	

Title: Monitoring and Motivating Health Habits  
Filed: November 15, 2013  
Application No.: 14/082,055

---

Name and Signature

Date of Signature

Julie Wilner

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **BASIS Science, Inc.**, a Delaware Corporation, having a place of business at 1200 Folsom St., San Francisco, California, 94103 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional or non-provisional application filed under 35 U.S.C. § 111, design application filed under 35 U.S.C. § 171, international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- Application No. 14/082,055, entitled "**Monitoring and Motivating Health Habits,**" filed on **November 15, 2013**, which claims priority from a provisional, filed on November 15, 2012, now bearing U.S. Application No. 61/727,070.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title:	Monitoring and Motivating Health Habits		
Filed:	November 15, 2013	Attorney Docket #:	28043- 24758/US
Application #:	14/082,055		

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

By signing below, INVENTOR further attests to the following:

- The APPLICATION was made or authorized to be made by INVENTOR.
- INVENTOR believes that INVENTOR is the original inventor or an original joint inventor of a claimed invention in the APPLICATION.

INVENTOR hereby acknowledges that any willful false statement made in this document is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name and Signature  
Aaron Filner  
 \_\_\_\_\_  
**Aaron Samuel Filner**

Date of Signature  
2/21/2015  
 \_\_\_\_\_



## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to BASIS Science, Inc., a Delaware corporation, having a place of business at 1200 Folsom Street, San Francisco, CA 94103 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional application filed under 35 U.S.C. § 111(b), non-provisional application filed under 35 U.S.C. § 111(a), international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- Application No. 14/082,055, entitled "Monitoring and Motivating Health Habits," filed on November 15, 2013.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title: Monitoring and Motivating Health Habits  
Filed: November 15, 2013  
Application No.: 14/082,055

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

  
Bharadwaj Srinivasan

Date of Signature


12/4/13

Name and Signature

Aaron Samuel Filner

Date of Signature


Name and Signature

  
Kathleen Elizabeth Linn

Date of Signature

12/4/13

Name and Signature

  
Konstantine M. Pangalos

Date of Signature

12/4/13

Name and Signature

  
Mac Baker

Date of Signature

02/06/2015

---

Title: Monitoring and Motivating Health Habits  
Filed: November 15, 2013  
Application No.: 14/082,055

---

Name and Signature

Date of Signature

Julie Wilner

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **BASIS Science, Inc.**, a Delaware Corporation, having a place of business at 1200 Folsom St., San Francisco, California, 94103 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional or non-provisional application filed under 35 U.S.C. § 111, design application filed under 35 U.S.C. § 171, international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- Application No. 14/082,055, entitled "**Monitoring and Motivating Health Habits,**" filed on **November 15, 2013**, which claims priority from a provisional, filed on November 15, 2012, now bearing U.S. Application No. 61/727,070.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

Title:	Monitoring and Motivating Health Habits		
Filed:	November 15, 2013	Attorney Docket #:	28043- 24758/US
Application #:	14/082,055		

hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

By signing below, INVENTOR further attests to the following:

- The APPLICATION was made or authorized to be made by INVENTOR.
- INVENTOR believes that INVENTOR is the original inventor or an original joint inventor of a claimed invention in the APPLICATION.

INVENTOR hereby acknowledges that any willful false statement made in this document is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name and Signature  
Julie Wilner  
 Julie Wilner

Date of Signature  
02/17/2015