# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3248667

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT   |
|-----------------------|---|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE previously recorded on Reel 034676 Frame 0195. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST. |

## **CONVEYING PARTY DATA**

| Name               | Execution Date |
|--------------------|----------------|
| RALPH I MCNALL III | 01/08/2015     |
| JOSHUA W KRIESEL   | 01/08/2015     |
| SERENA JOSHI       | 01/08/2015     |
| THOMAS T DONZE     | 01/08/2015     |

# **RECEIVING PARTY DATA**

| Name:           | BIOQUIDDITY INC.           |
|-----------------|----------------------------|
| Street Address: | 185 BERRY STREET SUITE 160 |
| City:           | SAN FRANCISCO              |
| State/Country:  | CALIFORNIA                 |
| Postal Code:    | 94107                      |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14593720 |

## **CORRESPONDENCE DATA**

**Fax Number:** 

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:** 602.281.6481

Email:patent@galvanilegal.comCorrespondent Name:THOMAS W. GALVANIAddress Line 1:3519 E. SHEA BLVD

Address Line 2: SUITE 129

Address Line 4: PHOENIX, ARIZONA 85028

| ATTORNEY DOCKET NUMBER: | 6202-P1  |
|-------------------------|--|
| NAME OF SUBMITTER:      | PARALEGAL  |
| SIGNATURE:              | /Joseph Kong/  |
| DATE SIGNED:            | 03/03/2015   |
|                         | This document serves as an Oath/Declaration (37 CFR 1.63). |

PATENT REEL: 035121 FRAME: 0228

503202052

# Total Attachments: 10 source=6202-P1 Cover Sheet#page1.tif source=6202-P1 Cover Sheet#page2.tif source=6202-P1-Assignment1\_Ralph#page1.tif source=6202-P1-Assignment3\_Serena#page1.tif source=6202-P1-Assignment3\_Serena#page2.tif source=6202-P1-Assignment3\_Serena#page2.tif source=6202-P1-Assignment2\_Josh#page1.tif source=6202-P1-Assignment2\_Josh#page2.tif source=6202-P1-Assignment4\_Tom#page1.tif source=6202-P1-Assignment4\_Tom#page1.tif

PATENT REEL: 035121 FRAME: 0229

# 503130601 01/09/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

01/09/2015 503130601

EPAS ID: PAT3177211

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

# **CONVEYING PARTY DATA**

| Name               | Execution Date |
|--------------------|----------------|
| RALPH I MCNALL III | 01/08/2015     |
| JOSHUA W KRIESEL   | 01/08/2015     |
| SERENA JOSHI       | 01/08/2015     |
| THOMAS T DONZE     | 01/08/2015     |

# **RECEIVING PARTY DATA**

| Name:           | BIOQUIDDITY INC.           |  |
|-----------------|----------------------------|--|
| Street Address: | 185 BERRY STREET SUITE 160 |  |
| City:           | SAN FRANCISCO              |  |
| State/Country:  | ARIZONA                    |  |
| Postal Code:    | 94107                      |  |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14593720 |

# CORRESPONDENCE DATA

Fax Number:

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:

602 281 6481

Email:

patent@galvanilegal.com

**Correspondent Name:** 

THOMAS W. GALVANI, P.C.

Address Line 1:

3519 E. SHEA BLVD. SUITE 129

Address Line 4:

PHOENIX, ARIZONA 85028

| ATTORNEY DOCKET NUMBER: | 6202-P1             |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | THOMAS W. GALVANI   |
| SIGNATURE:              | /Thomas W. Galvani/ |
| DATE SIGNED:            | 01/09/2015          |

# **Total Attachments: 8**

source=6202-P1-Assignment1\_Ralph#page1.tif source=6202-P1-Assignment1\_Ralph#page2.tif source=6202-P1-Assignment2\_Josh#page1.tif

> PATENT REEL: 035121 FRAME: 0230

source=6202-P1-Assignment2\_Josh#page2.tif source=6202-P1-Assignment3\_Serena#page1.tif source=6202-P1-Assignment3\_Serena#page2.tif source=6202-P1-Assignment4\_Tom#page1.tif source=6202-P1-Assignment4\_Tom#page2.tif

> PATENT REEL: 035121 FRAME: 0231

This agreement is between Ralph I. McNall III ("Assignor"), an employee at 185 Berry Street, Suite 160, San Francisco, California 94107, and BioQuiddity Inc., 185 Berry Street, Suite 160, San Francisco, California 94107 ("Assignee") (jointly, "the Parties").

- 1. Recitals. Assignor is an employee of Assignee. Assignee is a California company engaged in the business of developing medical devices. Assignor has the right to assign Assignor's entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.
- 2. The Invention. The "Invention" means the subject matter disclosed in the utility patent application entitled Sterile Assembled Liquid Medicament Dosage Control And Delivery Device with inventors Ralph I. McNall III, Joshua W. Kriesel, Serena Joshi, and Thomas T. Donze, to be filed on or about January 8, 2015.
- 3. Assignment. In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issues patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.
- 4. Term. This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.
- 5. Representations and Warranties. Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.
- 6. Attorney's Fees. In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.
- 7. Attorney's Representation. Assignor acknowledges that Thomas W. Galvani is Assignee's counsel, is not Assignor's attorney, and cannot advise Assignor with respect to this Agreement. If Assignor wishes to be advised regarding this Agreement, it is recommended that Assignor consult with independent counsel of Assignor's choosing.

Assignment of Rights - page 1 of 2

| invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.  9. Execution and Effective Date. IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of |   |  |
|--|---|--|
| Assignor: Ralph I. McNall III  | Assignee: BioQuiddity Inc.                                  |  |
| By: Ralph I. McNall III  | By: Joshua W. Kriesel                                       |  |
| 17.11. 11/16/10 ass  |   |  |
| 185 Berry Street, Suite 160 San Francisco, California 94107  | 185 Berry Street, Suite 160 San Francisco, California 94107 |  |
| State of California ) ) County of San Francisco )  | ss.   |  |
| Subscribed and sworn to before   | me thisday of   |  |
|  | Notary Public   |  |

This agreement is between Serena Joshi ("Assignor"), an employee at 185 Berry Street, Suite 160, San Francisco, California 94107, and BioQuiddity Inc., 185 Berry Street, Suite 160, San Francisco, California 94107 ("Assignee") (jointly, "the Parties").

- 1. Recitals. Assignor is an employee of Assignee. Assignee is a California company engaged in the business of developing medical devices. Assignor has the right to assign Assignor's entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.
- 2. The Invention. The "Invention" means the subject matter disclosed in the utility patent application entitled Sterile Assembled Liquid Medicament Dosage Control And Delivery Device with inventors Ralph I. McNall III, Joshua W. Kriesel, Serena Joshi, and Thomas T. Donze, to be filed on or about January 8, 2015.
- 3. Assignment. In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issues patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.
- 4. Term. This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.
- 5. Representations and Warranties. Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.
- 6. Attorney's Fees. In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.
- 7. Attorney's Representation. Assignor acknowledges that Thomas W. Galvani is Assignee's counsel, is not Assignor's attorney, and cannot advise Assignor with respect to this Agreement. If Assignor wishes to be advised regarding this Agreement, it is recommended that Assignor consult with independent counsel of Assignor's choosing.

Assignment of Rights - page 1 of 2

| 8. Reformation and Severability. If any section of this Agreement is deemed invalid of unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole. |  |  |
|---|--|--|
| , , , , , , , , , , , , , , , , , , ,   | TNESS WHEREOF, the Parties have duly executed this             |  |
| Assignor: Serena Joshi  | Assignee: BioQuiddity Inc.                                     |  |
| By: Serena Joshi  | By: Joshua W. Kriesel  |  |
|   |  |  |
| 185 Berry Street, Suite 160<br>San Francisco, California 94107  | 185 Berry Street, Suite 160<br>San Francisco, California 94107 |  |
| State of California ) ) ss. County of San Francisco ) Subscribed and sworn to before me 1   | thisday of   |  |
|   | Notary Public  |  |

This agreement is between Joshua W. Kriesel ("Assignor"), an employee at 185 Berry Street, Suite 160, San Francisco, California 94107, and BioQuiddity Inc., 185 Berry Street, Suite 160, San Francisco, California 94107 ("Assignee") (jointly, "the Parties").

- 1. Recitals. Assignor is an employee of Assignee. Assignee is a California company engaged in the business of developing medical devices. Assignor has the right to assign Assignor's entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.
- 2. The Invention. The "Invention" means the subject matter disclosed in the utility patent application entitled Sterile Assembled Liquid Medicament Dosage Control And Delivery Device with inventors Ralph I. McNall III, Joshua W. Kriesel, Serena Joshi, and Thomas T. Donze, to be filed on or about January 8, 2015.
- 3. Assignment. In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issues patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.
- 4. Term. This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.
- 5. Representations and Warranties. Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.
- 6. Attorney's Fees. In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.
- 7. Attorney's Representation. Assignor acknowledges that Thomas W. Galvani is Assignee's counsel, is not Assignor's attorney, and cannot advise Assignor with respect to this Agreement. If Assignor wishes to be advised regarding this Agreement, it is recommended that Assignor consult with independent counsel of Assignor's choosing.

Assignment of Rights -- page 1 of 2

| 9. Execution and Effective Date. If Agreement as of 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | N WITNESS WHEREOF, the Parties have duly executed th |
|---|--|
| Assignor: Joshua W. Kriesel   | Assignee: BioQuiddity Inc.                           |
| By: Joshua W. Kriesel   | By: Joshua W. Kriesel                                |
|   |  |
| 185 Berry Street, Suite 160   | 185 Berry Street, Suite 160                          |
| San Francisco, California 94107   | San Francisco, California 94107                      |
|   |  |
| State of California   |  |
| County of San Francisco   | 88.  |
| Subscribed and sworn to before  | e me thisday of                                      |
|   |  |
|   | Notary Public  |

This agreement is between Thomas T. Donze ("Assignor"), an employee at 185 Berry Street, Suite 160, San Francisco, California 94107, and BioQuiddity Inc., 185 Berry Street, Suite 160, San Francisco, California 94107 ("Assignee") (jointly, "the Parties").

- 1. Recitals. Assignor is an employee of Assignee. Assignee is a California company engaged in the business of developing medical devices. Assignor has the right to assign Assignor's entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.
- 2. The Invention. The "Invention" means the subject matter disclosed in the utility patent application entitled Sterile Assembled Liquid Medicament Dosage Control And Delivery Device with inventors Ralph I. McNall III, Joshua W. Kriesel, Serena Joshi, and Thomas T. Donze, to be filed on or about January 8, 2015.
- 3. Assignment. In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issues patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.
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Assignment of Rights - page 1 of 2

8. Reformation and Severability. If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

| 9.     | Execution    | and | Effective | Date. | IN          | WITNESS | WHERE | OF, the | <b>Parties</b> | have dul | y executed                              | d this |
|--------|--------------|-----|-----------|-------|-------------|---------|-------|---------|----------------|----------|---|--------|
| Agreer | nent as of _ | Ť   | Januar    | 1 30  | 15          | •       |       |         |                |          | *************************************** |        |
|        |              |     |           | 7     | ,,,,,,,,,,, |         |       |         |                |          |   |        |

Assignor: Thomas T. Donze

Assignee: BioQuiddity Inc.

By: Thomas T. Donze

By: Joshua W. Kriesel

185 Berry Street, Suite 160 San Francisco, California 94107 ৰিষ্ট Berry Street, Suite 160 San Francisco, California 94107

Assignment of Rights - page 2 of 2

**RECORDED: 03/03/2015**