

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3407288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MLADEN BARBARIC	05/15/2015
MINKYU CHOI	05/15/2015
KIHYUN KIM	05/15/2015
SUNGMOON KIM	05/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PEARL STUDIOS INC.
<b>Street Address:</b>	218 ST. PAUL OUEST, #300
<b>City:</b>	MONTREAL
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H2Y 1Z9
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29509637
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	2028427800
<b>Email:</b>	jbegley@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW
<b>Address Line 2:</b>	PATENT GROUP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	EMPA-002/00US 321802-2003
<b>NAME OF SUBMITTER:</b>	SCOTT B. WESTON
<b>SIGNATURE:</b>	/Scott B. Weston/
<b>DATE SIGNED:</b>	06/22/2015
<b>Total Attachments: 8</b>	
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## ASSIGNMENT

Mladen BARBARIC, residing at 345 Berkley, Ottawa, ON, K2A 2G9 Canada; Minkyu CHOI, residing at 375 Decarie Boulevard, Apt. 210, Montreal, QC, H4L 0B4 Canada; Kihyun KIM, residing at 409 Tillsoburg Street, Ottawa, ON, K2T 0C3 Canada; and Sungmoon KIM, residing at 909 Tait, Ville St-Laurent, QC, H4M 2L3 Canada (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled WEARABLE BIOSENSING DEVICE, and which is a:

- (1) ☐ provisional application  
(a) ☐ to be filed herewith; or  
(b) ☐ bearing Application No. , and filed on ;
- (2) ☐ non-provisional application  
(a) ☐ to be filed herewith; or  
(b) ☒ bearing Application No. 29/509,637, and filed on November 19, 2014; and/or
- (3) ☐ PCT application  
(a) ☐ bearing Application No. , and filed on .

WHEREAS, Pearl Studios Inc., a corporation duly organized under and pursuant to the laws of Canada, and having its principal place of business at 218 St. Paul Ouest, #300, Montreal, QC, H2Y 1Z9, Canada (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);  
(b) the application(s) for patent identified in paragraph (1), (2) and/or (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition

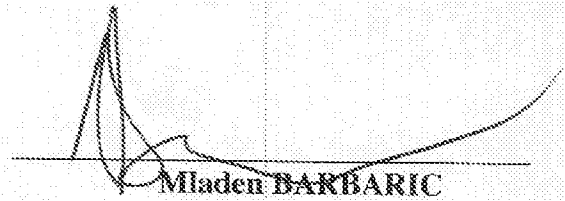
proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 05/15/15

By:

  
Mladen BARBARIC


WITNESS:

Date: 05/15/15

By:

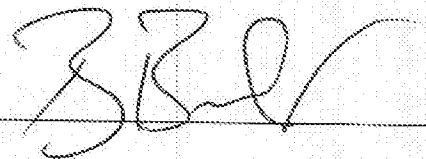


Date: 05/15/15


By:   
Minkyu CHOI

WITNESS:

Date: 05/15/15

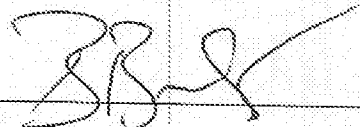
By: 

Date: 05/15/15

By:   
Kihyun KIM


WITNESS:

Date: 05/15/15

By: 



Date: May 15, 2015

By:   
Sungmoon KIM

WITNESS:

Date: 05/15/15

By: 

Date: 05/15/15

By: 

Name: VLADEN BASKIN

Title: CEO

Company: Pearl Studios Inc.

WITNESS:

Date: 05/15/15

By: 