

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3504059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRADLEY ECKERT	05/31/2013
BRYON ECKERT	05/31/2013
RECEIVING PARTY DATA	
Name:	CHISCAN, LLC.
Street Address:	1615 E WARNER RD, SUITE 4
City:	TEMPE
State/Country:	ARIZONA
Postal Code:	85284
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8295903
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	602-388-1598
Email:	burt.skiba@chiscan.com
Correspondent Name:	BURT SKIBA
Address Line 1:	1615 E WARNER RD, SUITE 4
Address Line 4:	TEMPE, ARIZONA 85284
NAME OF SUBMITTER:	BURT SKIBA
SIGNATURE:	/Burt Skiba/
DATE SIGNED:	08/28/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=ChiScan Assignment Cover Sheet PTO 1595#page1.tif	
source=ChiScan and AuraProbe Patent Agreement#page1.tif	
source=ChiScan and AuraProbe Patent Agreement#page2.tif	
source=ChiScan and AuraProbe Patent Agreement#page3.tif	
source=ChiScan and AuraProbe Patent Agreement#page4.tif	

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

Brad Eckert & Bryon Eckert

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

2. Name and address of receiving party(ies)

Name: ChiScan, LLC.

Internal Address: _____

Street Address: 1615 E Warner Rd., Suite 4

City: Tempe

State: Arizona

Country: USA Zip: 85284

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

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

Execution Date(s): May 31, 2013

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

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)

US 8,295,903

Additional numbers attached? Yes No

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

Name: Burt Skiba

Internal Address _____

Street Address: 1615 E Warner Rd., Suite 4

City: Tempe

State: Arizona Zip: 85284

Phone Number: 602-388-1598

Docket Number: _____

Email Address: burt.skiba@chiscan.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(f) & 3.4): \$ _____

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Burt Skiba

Signature

8/28/15

Date

BURT SKIBA

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140 or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1459, Alexandria, V.A. 22315-1459

**WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF STOCKHOLDERS
OF
AURAPROBE, INC.**

In lieu of a Special Meeting of the Stockholders of AURAPROBE, INC., an Arizona Corporation (the "Corporation" or "Auraprobe"), 100% of its Stockholders, in accordance with Arizona Revised Statutes § 10-704(A), hereby resolve to take the following actions as if taken at a duly constituted meeting of the Stockholders of the Corporation.

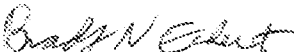
AUTHORIZATION TO ASSIGN PATENT RIGHTS

RESOLVED, that the Stockholders approve the assignment of U.S. Patent No. 8,295,903 to Chiscan, L.L.C., an Arizona limited liability company ("Chiscan"), in exchange for One Million (1,000,000) of Chiscan's membership units and hereby recommend that the Corporation execute the Patent Assignment Agreement (in the form attached hereto as **Exhibit A**).

The undersigned, constituting 100% of the Stockholders of the Corporation, by signing this written consent, hereby approve the actions transacted by this written consent in lieu of a meeting.


APPROVED effective as of the 31 day of May, 2013.

BRADLEY ECKERT,
an individual



Bradley Eckert
50% Stockholder of Auraprobe, Inc.

BRYON ECKERT,
an individual



Bryon Eckert
50% Stockholder of Auraprobe, Inc.

EXHIBIT A
PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 31 day of May, 2013 (the "Effective Date"), by and between AURAPROBE, INC., an Arizona corporation ("Assignor"), and CHISCAN, L.L.C., an Arizona limited liability company ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

RECITALS

WHEREAS, Assignor owns rights, title and interests in and to that certain U.S. Patent No. 8,295,903 (the "Patent"); and

WHEREAS, Assignor desires to transfer, assign or otherwise convey all of its rights, title and interest in and to the Patent, including the inventions described and claimed therein, any issued patent making any claim of priority thereto, and any divisions, continuations, continuations-in-part (to the extent that the claims are directed to the subject matter specifically described therein), patents issuing thereon or reissues thereof, and any and all foreign patents and patent applications corresponding thereto (collectively, the "Patent Rights"), and Assignee desires to acquire the Patent Rights from Assignor, and otherwise become an assignee of such rights, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Issuance of Membership Units.** The above recitals are hereby incorporated by reference. Assignee agrees that in exchange for Assignor's assignment of the Patent Rights set forth in Paragraph 2 below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee agrees to issue One Million (1,000,000) of its membership units (the "Membership Units") to Assignor.

2. **Assignment of Patent Rights.** Assignor agrees that in exchange for the issuance of the Membership Units set forth in Paragraph 1 above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns all of its rights, title and interests in and to the Patent Rights to Assignee. The Parties further agree that the assignment of interests referenced in this Agreement shall be effective as of the date the Shares described in Paragraph 1 above are issued to Assignor.

3. **Assignor Representations and Warranties.** Assignor hereby represents and warrants that:

- a. Assignor is an Arizona limited liability company;
- b. Assignor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement;
- c. Neither the execution and delivery of this Agreement nor the fulfillment of the terms hereof by Assignor shall conflict with, or result in a breach of or default under, any of the terms or provisions of: (i) any agreement, note, indenture, mortgage, deed of trust, instrument, lease or franchise to which Seller is a party or by which it or any of their assets or properties are

bound; or (ii) any law, judgment, order, arbitration award, rule, regulation, ordinance, writ, injunction or decree of any governmental agency or instrumentality or court applicable to or having jurisdiction over Assignor; and

d. the Patents is free from any liens, encumbrances or claims and is not the subject of any pending or anticipated litigation.

4. **Assignee Representations and Warranties.** Purchaser hereby represents and warrants that:

a. Assignee is an Arizona limited liability company;

b. Assignee has the right, power, legal capacity and authority to enter into and perform her obligations under this Agreement; and

c. Neither the execution and delivery of this Agreement nor the fulfillment of the terms hereof by Assignee shall conflict with, or result in a breach of or default under, any of the terms or provisions of: (i) any agreement, note, indenture, mortgage, deed of trust, instrument, lease or franchise to which Purchaser is a party or by which it or any of its assets or properties are bound; or (ii) any law, judgment, order, arbitration award, rule, regulation, ordinance, writ, injunction or decree of any governmental agency or instrumentality or court applicable to or having jurisdiction over Purchaser.

5. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by any other Party to carry out the provisions, intent and purposes of this Agreement.

6. **Choice of Law.** This Agreement shall be governed by the laws of the State of Arizona without regard for the choice of law principles, statutes, or regulations of this or any other jurisdiction. The Parties agree to become subject to the federal and state courts located in Maricopa County, Arizona for the resolution or litigation of any disputes under this Agreement.

7. **Attorneys' Fees.** In the event of a dispute or litigation between the Parties regarding this Agreement, the prevailing party shall be entitled to reimbursement of any reasonable attorneys' fees and other expenses incurred in enforcing any of its rights hereunder from the non-prevailing party.

8. **Headings.** All headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement in any manner.

9. **Severability.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any other provision(s), which remaining provisions shall remain in full force and effect as if this Agreement had not been executed with the invalid provisions thereof included.

10. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed for all purposes to be an original, but all of which together shall constitute one and the same agreement. Further, the Parties may indicate their agreement to this contract by telecopy or fax of an executed signature page, which upon exchange of countersigned faxed signature shall for all purposes be deemed an execution, and the Parties shall follow promptly such faxed signature page with the originals to the other Party.

11. **Review of Agreement.** The Parties hereby represent and warrant to each other that each Party has had the opportunity to review this Agreement with legal counsel of its own choosing, that each Party has either reviewed this Agreement with legal counsel or has elected to forego such review, and that no Party shall deny the validity of this Agreement on the grounds that the Party did not understand the nature and consequences of this Agreement or did not have the advice of legal counsel.

12. **Entire Agreement; No Oral Change.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior and contemporaneous oral and written agreements and understandings, if any, are merged herein. This Agreement may not be amended, supplemented, or modified, nor shall any obligations hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not render the remaining terms of this Agreement null and void, nor otherwise limit or affect the validity or enforceability of the remaining provisions of this Agreement.

13. **Binding Effect.** This Agreement and the rights, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto shall be binding upon the parties and their respective successors, assigns and legal representatives.

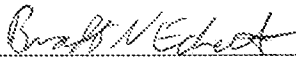
14. **Negotiated Transaction.** The provisions of this Agreement were negotiated by the Parties hereto, and this Agreement shall be deemed to have been drafted by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the Effective Date set forth above.

“ASSIGNOR”

AURAPROBE, INC.,
an Arizona corporation

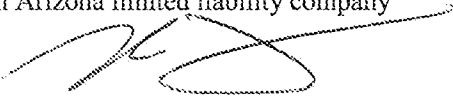
By: Gisela Eckert
Its: President/CEO


By: Bradley Eckert
Its: Vice-President


By: Bryon Eckert
Its: Vice-President

“ASSIGNEE”

CHISCAN, L.L.C.,
an Arizona limited liability company


By: Huan Truong
Its: Manager