

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3540638

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIODESY, LLC	10/11/2013
RECEIVING PARTY DATA		
Name:	BIODESY, INC.	
Street Address:	384 OYSTER POINT BLVD. #8	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14859742
CORRESPONDENCE DATA		
Fax Number:	(650)493-6811	
<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:	650-461-5211	
Email:	cricks@wsgr.com	
Correspondent Name:	CHRISTINE RICKS	
Address Line 1:	650 PAGE MILL ROAD	
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050	
ATTORNEY DOCKET NUMBER:	27484-703.401	
NAME OF SUBMITTER:	CHRISTINE RICKS	
SIGNATURE:	/Christine Ricks/	
DATE SIGNED:	09/24/2015	
Total Attachments: 37		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page1.tif		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page2.tif		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page3.tif		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page4.tif		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page5.tif		
source=27484_703_401_Assignment_from_parent_Biodesy_LLC_to_Biodesy_Inc#page6.tif		

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ASSET TRANSFER AND ASSIGNMENT AGREEMENT

This Asset Transfer and Assignment Agreement, dated as of October 11, 2013 ("Agreement"), is entered into by and between Biodesy, LLC, a New York limited liability company (the "LLC"), and Biodesy, Inc., a Delaware corporation (the "Company"). JS 6/3/14

By 6/3/14

RECITALS

A. The LLC desires to restructure its business organization.

B. In connection with the LLC's restructuring, the LLC desires to transfer and assign to the Company substantially all of the LLC's assets, in consideration of the Company's issuance of capital stock to the LLC, and the Company's assumption of certain specified liabilities of the LLC, as further described herein.

C. The parties intend that, for U.S. federal income tax purposes, the transactions described in the preceding recitals be treated as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended (and any similar provisions of state law) (the "Code").

Accordingly, in consideration of the representations, warranties and agreements herein contained, the parties agree as follows:

AGREEMENT

1. Transfer and Assignment of Assets. Subject to the terms and conditions of this Agreement, effective as of the Closing Date (as defined below), the LLC shall transfer, assign, contribute, convey and deliver to the Company all of the LLC's right, title and interest in and to all of the rights, properties, goodwill and assets of the LLC of every nature, kind and description, tangible and intangible, wherever located, whether or not carried on the books of the LLC, and those contracts and agreements of the LLC specified below ("Transferred Assets"), except those assets expressly identified as Excluded Assets on Schedule 1 attached hereto (the "Excluded Assets"), which shall remain with the LLC. The Transferred Assets specifically include, without limitation, all of the intellectual property owned by the LLC as of the Closing Date, including:

(a) the patents and patent applications (respectively issued or filed throughout the world), owned by the LLC as of the Closing Date, as well as any reissuances, extensions, renewals, divisions, substitutions, reexaminations, continuations and continuation-in-parts thereof and any applications or patents that claim priority from such patents and applications, including, without limitation, any foreign counterparts of such patents;

(b) the copyrights owned by the LLC as of the Closing Date, together with all moral rights;

(c) the tradenames, trademarks, service marks, trade dresses, logos, designs, slogans and corporate names, whether in word mark, stylized or design format, registered and unregistered, throughout the world, owned by the LLC as of the Closing Date, together with the goodwill of the LLC's business connected with the use of and symbolized thereby and all the rights and privileges that inhere therein;

(d) all other intellectual property and technology, including, without limitation, know-how, trade secrets, ideas, discoveries, concepts, research and development, compositions, techniques, technical

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data, drawings, specifications, inventions (whether or not patented), designs, formulas, processes, procedures, methods, source code, object code, software (including any and all software implementations of algorithms, models and methodologies), descriptions, flow-charts (and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and data and documentation related to any of the foregoing), databases, data compilations, data collections, customer lists, supplier lists, business and marketing plans, works of authorship, domain names, web addresses, websites, all other confidential information, any applications, registrations and renewals in connection with any of the foregoing, and all documentation and information relating to the design, manufacture, testing, installation, operation, repair, maintenance, support and use of the LLC's products;

(e) those contracts, instruments, license agreements or other agreements entered into by the LLC and specified on Schedule 2 (the "**Specified Agreements**");

(f) the right to sue and recover damages for past, present and future infringement of any intellectual property;

(g) all cash, cash equivalents and bank accounts;

(h) all receivables, credits and deposits; and

(i) furniture, fixtures, equipment, prototypes, inventory, permits, licenses and similar authorizations.

Without limiting the generality of the foregoing, Schedule 3 attached hereto contains a complete list of the LLC's patents and trademarks and pending patent and trademark applications.

If either (i) a material "Transferred Asset" that falls within the definition of "Transferred Asset" was not transferred to the Company as of the Closing, or (ii) a material asset that does not fall within the definition of a "Transferred Asset" was inadvertently transferred to the Company, then the LLC or the Company, as the case may be, shall promptly, without payment of consideration, transfer and assign such asset to the party who was intended to receive or retain such asset, as the case may be, which transfer or receipt, as the case may be, shall be deemed to have been effective as of the Closing Date, and such material asset shall be deemed a "Transferred Asset" or not a "Transferred Asset," as applicable, effective retroactive to the Closing Date.

2. Assumed Liabilities. The Company hereby agrees to assume only: (a) those documented liabilities and obligations incurred in the ordinary course of the LLC's business that are properly accrued or outstanding as of the Closing Date and listed on Schedule 4 hereto; (b) those liabilities and obligations incurred after the Closing Date under the Specified Agreements; and (c) those liabilities and obligations incurred in connection with the ownership or use of the Transferred Assets by the Company after the Closing Date (collectively, the "**Assumed Liabilities**"). The Assumed Liabilities shall not include (i) any obligations or liabilities arising out of any default of the LLC occurring prior to, or as a result of, the Closing under any contracts or agreements that are Transferred Assets, regardless of when such liability or obligation is asserted or (ii) the Existing Service Provider Claims (as defined below).

3. Excluded Liabilities. Except for the Assumed Liabilities, the Company shall not assume and shall not be deemed to have assumed or be liable or responsible in any respect for any debts, obligations, claims, actions, causes of action, demands, damages, settlements, judgments, awards, fines, penalties, fees, charges, injuries, losses, costs, expenses, duties or liabilities of the LLC or any affiliate of the LLC, whether known or unknown, fixed or contingent, certain or uncertain (collectively, the “**Excluded Liabilities**”), and the LLC shall remain responsible for all Excluded Liabilities.

4. Consideration. The assignment and transfer of the Transferred Assets to the Company and other agreements set forth in this Agreement are made in consideration of the issuance by the Company of 2,361,153 shares of its common stock, par value \$0.0001 per share, to the LLC (the “**Shares**”), pursuant to that certain Stock Issuance Agreement attached hereto as Exhibit A, which shall be the initial issuance of capital stock by the Company, upon delivery by the LLC of the Transferred Assets.

5. Closing and Closing Deliverables. The transfer, assignment, contribution, conveyance and delivery will be effected by delivery by the LLC to Company of the duly executed Bill of Sale and Conveyance and Assignment and Assumption Agreement (attached hereto as Exhibits B and C, respectively) and such other good and sufficient instruments of conveyance and transfer, including, but not limited to, assignments of the intellectual property rights in a form suitable for filing with the appropriate domestic and/or foreign government entities, as shall be necessary to vest in the Company good and marketable title to the Transferred Assets, free and clear of all claims, liens and encumbrances, except for those listed on Schedule 1 attached hereto. The closing of the transactions contemplated by this Agreement will take place (either in person or remotely by electronic exchange of documents) on October 11, 2013 (the “**Closing**”). The date on which the Closing actually occurs is hereinafter referred to as the “**Closing Date**.”

6. Representations and Warranties of the LLC. The LLC hereby represents and warrants to the Company as follows, as of the Closing Date:

6.1 Organization, Good Standing and Qualification. The LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York. The LLC has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted, and to execute, deliver and perform its obligations pursuant to this Agreement. The LLC is presently qualified to do business as a foreign limited liability company in each jurisdiction where it is required to do so, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on the LLC’s financial condition or business as presently conducted and as proposed to be conducted (a “**Material Adverse Effect**”).

6.2 Capitalization. As of immediately prior to the Closing Date, the units of Membership Interest (as defined in the LLC’s operating agreement), including any units of Membership Interest issuable upon exercise, exchange and/or conversion of any subscriptions, rights, options, warrants and other securities (“**Unit Equivalents**”), are held as set forth on Schedule 5. All such units of Membership Interest and Unit Equivalents have been duly authorized and validly issued. There are no options, warrants or other rights to purchase any ownership or membership interest in the LLC or any other agreements to participate membership interests other than as reflected on Schedule 5. Each holder of Membership Interests or Unit Equivalents has executed and delivered a release of claims against the LLC and the Company in substantially the form attached hereto as Exhibit D.

6.3 Authorization. All limited liability company actions on the part of the LLC and its managers and members necessary for the authorization, execution and delivery of this Agreement by the LLC, and the performance of all of the LLC's obligations under this Agreement, has been taken. This Agreement, when executed and delivered by the LLC, shall constitute a valid and binding obligation of the LLC, enforceable against the LLC in accordance with its terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors, (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity, and (iii) to the extent the indemnification provisions contained herein may further be limited by applicable laws and principles of public policy.

6.4 Title to Properties and Assets; Liens. The LLC has good and marketable title to its properties and assets that are Transferred Assets, and has good title to all its leasehold interests that are Transferred Assets, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or materially impair the LLC's use of such properties or assets. With respect to such property and assets it leases, the LLC is in compliance with such leases in all material respects and, to its knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances, subject to clauses (i)-(iv) above. Tangible properties and assets of the LLC that are Transferred Assets are in good working order and repair, free from material defects, are usable in the ordinary course of business consistent with past practice and are sufficient for the continued conduct of the LLC's businesses as presently conducted and as presently proposed to be conducted.

6.5 Specified Agreements. The LLC has delivered to the Company accurate and complete copies of all Specified Agreements. Each Specified Agreement is a valid and binding agreement of the LLC and is in full force and effect, and neither the LLC nor, to the LLC's knowledge, any other party thereto is in default or breach in any material respect under the terms of any such Specified Agreement, and, to the LLC's knowledge, no event has occurred, and no circumstance or condition exists, that, with or without notice or lapse of time, will, or would reasonably be expected to, (i) result in a violation or breach of any of the provisions of any Specified Agreement, (ii) give any person or entity the right to declare a default or exercise any remedy under any Specified Agreement, or (iii) give any person or entity the right to cancel, terminate or modify any Specified Agreement.

6.6 Litigation. There are no actions, suits, proceedings or investigations pending against the LLC or the properties of the LLC (nor to its knowledge, are any of the foregoing threatened against the LLC) before any court or governmental agency that questions the validity of this agreement or the right of the LLC or any officer or director thereof to enter into it or to consummate the transactions contemplated hereby, or that, either individually or in the aggregate would or could have a Material Adverse Effect or result in any change in the current equity ownership of the LLC. The foregoing includes, without limitation, actions pending or, to the LLC's knowledge, presently threatened against the LLC on any basis therefor known by the LLC involving the prior employment of any of the LLC's employees, their use in connection with the LLC's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Neither the LLC, nor to its knowledge, any of its officers or directors, is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the LLC presently pending or which the LLC intends to initiate.

6.7 Compliance. The LLC is not in violation of any term of its operating agreement, as amended to date, or any other organizational document of the LLC. The LLC is not in violation of or default under, any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it or any of its properties is bound which would, individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect. To the LLC's knowledge, the LLC is not in violation of any federal or state statute, rule or regulation applicable to the LLC or any judgment, decree or order to which it is a party the violation of which would have, or could reasonably be expected to have, a Material Adverse Effect. No consent, approval or authorization of or designation, qualification, designation, declaration or filing with any governmental authority on the part of the LLC is required in connection with the valid execution and delivery of this Agreement. The execution, delivery and performance by the LLC of this Agreement, and the consummation of the transactions contemplated by this Agreement by the LLC will not, with or without the passage of time or giving of notice, (i) contravene, conflict with or result in a violation of any of the provisions of the LLC's operating agreement, as amended to date, any other organizational document of the LLC, or any agreements of the LLC; (ii) contravene or conflict with or constitute a violation of any provision of any law, judgment, injunction, order or decree binding upon or applicable to LLC or relating to or affecting the Transferred Assets; or (iii) result in the creation of any material mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the LLC or the suspension, revocation, impairment, forfeiture or non-renewal of any material permit, license, authorization or approval applicable to the LLC, its business or operations or any of its assets or properties.

6.8 Service Provider Agreements. All employment, consulting, severance, retention, bonus, transaction, change in control or other agreements or contracts relating to the employment of, or the performance of services by, any Specified Service Provider (as defined below) pursuant to which the LLC has any current or future rights or obligations with respect to any such individual are listed on Schedule 7 (the "**Service Provider Agreements**"). All employment contracts to which the LLC is a party or by which the LLC is bound may be terminated at will without liability to the LLC. Each prior employee and consultant of the Company that has been promised by the LLC any equity securities or rights to purchase equity securities has executed and delivered a release of claims against the LLC and the Company in substantially the form attached hereto as Exhibit E.

6.9 Required Consents. All the consents, waivers and approvals under any of the contracts and agreements that are Transferred Assets as may be required in connection with this Agreement and the transactions contemplated hereby are listed on Schedule 8 (the "**Required Consents**").

6.10 Bulk Sale. Either (i) the sale of the Transferred Assets and the other transactions contemplated by this Agreement do not constitute a sale of substantially all of the LLC's assets, and accordingly such sale does not constitute a "bulk sale" under any applicable statutes or regulations or (ii) to the extent it is determined that the transactions set forth herein do constitute a bulk sale, the LLC agrees to comply with all bulk sales laws and regulations in the transfer of the Transferred Assets and the other transactions contemplated by this Agreement and shall make all filings, give notice, or deliver such affidavits and documentation, as required by statute or as the Company deems reasonably necessary. The LLC also agrees to indemnify the Company for any claims brought against the Company or any of the Transferred Assets on account of a bulk sale transaction. If required by applicable statute, the LLC shall notify all of its creditors, whether their claim be disputed or otherwise, as many days prior to the Closing Date as required by applicable statute.

7. Representations and Warranties of the Company. The Company hereby represents and warrants to the LLC as follows, as of the Closing Date:

7.1 Corporate Authority. The Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable in accordance with its terms.

7.2 Non-Contravention. The execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated by this Agreement by the Company will not, with or without the passage of time or giving of notice, (i) contravene, conflict with or result in a violation of any of the provisions of the charter, bylaws or other organizational document of the Company; or (ii) contravene or conflict with or constitute a violation of any provision of any law, judgment, injunction, order or decree binding upon or applicable to Company or relating to or affecting the Transferred Assets.

8. Indemnification. The LLC hereby agrees to indemnify and hold harmless the Company and its successors and assigns against all losses, claims, actions, causes of action, demands, damages, settlements, judgments, fines, penalties, charges, injuries, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) of every kind, nature and description based upon, and arising out of or otherwise in respect of the Excluded Liabilities, the Existing Service Provider Claims or any material inaccuracy or any material breach of any of the representations and warranties or other obligations of the LLC set forth in this Agreement.

9. Other Agreements.

9.1 Employees and Employee Benefits.

9.1.1 Transferred Employees. The Company has offered employment or a consulting relationship to the current employees and consultants of the LLC listed on Schedule 6 (the "**Specified Service Providers**"), effective as of the Closing Date. All obligations of the LLC under the Service Provider Agreements shall be transferred to and assumed by the Company as a result of the transactions contemplated hereby. For the avoidance of any doubt, the Company shall not assume and shall not be deemed to have assumed or be liable or responsible in any respect for (except for the Assumed Liabilities) any debts, obligations, claims, actions, causes of action, demands, damages, settlements, judgments, awards, fines, penalties, fees, charges, injuries, losses, costs, expenses, duties or liabilities of the LLC or any affiliate of the LLC, whether known or unknown, fixed or contingent, certain or uncertain, in connection with the Service Provider Agreements or the services provided by the Specified Service Providers, incurred prior to the Closing Date or arising from duties, obligations or actions prior to the Closing Date (the "**Existing Service Provider Claims**").

9.1.2 No Third Party Beneficiaries. Nothing contained herein shall be construed as requiring the LLC or the Company to continue any specific benefit plan or program, or to continue the employment of any specific person. No provision of this Agreement shall be construed to create any right to any compensation or benefits on the part of any employee or other future, present or former employee of the LLC, the Company or their respective subsidiaries. This **Section 9.1** is intended to be for the sole benefit of

the parties to this Agreement, and nothing in this **Section 9.1** or elsewhere in this Agreement shall be deemed to confer upon any other person any rights or remedies hereunder or make any employee or other service provider of the parties or their respective subsidiaries a third party beneficiary of this **Section 9.1**.

9.2 Retention of Copies of Books and Records. The LLC shall be permitted to make duplicate copies of any or all of its books, files, papers, correspondence, databases, electronic files, documents and records (the “**Books and Records**”) as the LLC deems to be reasonably necessary or appropriate to comply with applicable law or in connection with the winding down, liquidation and dissolution of the LLC’s business.

9.3 Sales Taxes. The LLC and the Company acknowledge that no transfer taxes are expected to arise out of the assignment and transfer of the Transferred Assets by the LLC to the Company. To the extent such transfer taxes do arise, and to the extent permitted by applicable law, the LLC and the Company shall use reasonable best efforts to minimize such transfer taxes, and the Company shall bear and pay any such transfer taxes.

9.4 Further Assurances; Assignment of Contracts. Each of the parties, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will cooperate with the other parties to execute and deliver such other documents and instruments, amend any of the schedules hereto and to take or cause to be taken all such actions as from time to time may be requested by such party to obtain the full benefits of this Agreement, to evidence, vest, perfect and confirm, document, and carry out the assignment and transfer of the Transferred Assets and Assumed Liabilities and the transition of the Specified Service Providers contemplated by this Agreement and to ensure the retention by the LLC of the Excluded Liabilities. In particular, the LLC shall use reasonable best efforts to obtain the Required Consents so as to assign all rights of, and benefits to, the Company thereunder. In the event that any contract or agreement that is a Transferred Asset has not been or may not be assigned to the Company, and in order to provide the Company with the full realization and value of every such non-assigned or non-assignable contract, the LLC agrees that on and after the Closing Date but prior to its statutory dissolution, it will, at the reasonable request of Company, take such commercially reasonable actions to cause to be done all such things as shall be reasonably necessary or proper, including but not limited to entering into appropriate novation agreements as necessary, (i) to ensure that the rights of the LLC under such contracts shall be preserved for the benefit of the Company following the Closing and (ii) to facilitate receipt of the consideration to be received by the LLC for the benefit of the Company in and under every such contract.

9.5 Confidentiality. The LLC acknowledges that information retained by the LLC pursuant to this Agreement, including but not limited to the Books and Records, and all information concerning the Transferred Assets, including but not limited to all intellectual property and technology, is confidential, and the LLC shall use such information for no purpose other than to perform its obligations under this Agreement and the winding down, liquidation and dissolution of the LLC’s business, and it will not reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys), unless the Company has made such information available to the public generally.

9.6 Dissolution of LLC. Within 90 days of the Closing Date, the LLC shall file the Articles of Dissolution attached hereto as Exhibit F with the department of state of the State of New York and arrange for the dissolution and winding down of the LLC.

10. General Provisions.

10.1 Entire Agreement. This Agreement (including any schedules, exhibits and addenda hereto, including the Bill of Sale and Conveyance and the Assignment and Assumption Agreement), contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to the subject matter.

10.2 Governing Law. Any questions, claims, disputes or litigation concerning or arising from the Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to any federal or state conflicts of laws principles or doctrines of the United States, or any nation state.

10.3 Survival. The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby.

10.4 Consent to Assignment. Neither this Agreement nor any of the rights or obligations of the LLC hereunder shall be assigned or transferred by the LLC without the prior written consent of the Company. This Agreement and any rights or obligations of the Company may be assigned or transferred by the Company, whether by sale, conveyance, asset transfer, merger, consolidation, business combination or other means, without any consent of the LLC.

10.5 Amendment. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the LLC and the Company. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon the LLC and the Company.

10.6 Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the parties hereto and their respective assigns, transferees, and successors.

10.7 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together as a whole, shall constitute one and the same instrument. Facsimile copies of signed signatures pages shall be deemed binding originals.

10.8 Notices. Any notices required or permitted hereunder shall be given in writing either (a) through personal delivery by courier with tracking capabilities or otherwise, (b) by telecopy or other electronic medium, or (c) by deposit in United States mail. All notices shall be deemed given or made (x) on the date delivered if delivered personally, by courier or otherwise, (y) on the date initially received, if delivered by telecopy or other electronic medium followed by confirmation by personal delivery or registered or certified mail, or (z) on the third business day after it is mailed.

10.9 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any party. In such event, the parties

shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the LLC and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

BIODESY LLC
a New York limited liability company

By: Joshua Salafsky

Name: Joshua Salafsky

Title: Manager

BIODESY, INC.
a Delaware corporation

By: _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Asset Transfer and Assignment Agreement

IN WITNESS WHEREOF, the LLC and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.


BIODESY LLC
a New York limited liability company

By: _____

Name: Joshua Salafsky

Title: Manager

BIODESY, INC.
a Delaware corporation

By:  _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Asset Transfer and Assignment Agreement

SCHEDULE 1
EXCLUDED ASSETS

None.

SCHEDULE 2
SPECIFIED AGREEMENTS

Exclusive License Agreement by and between the LLC and The Trustees of Columbia University in the City of New York, dated as of November 10, 2003, as amended on April 26, 2011.

Master Services Agreement by and between the LLC and Global Blood Therapeutics, Inc., dated September 10, 2012.

Purchase Order by and between Gener8 and the LLC, dated April 9, 2013.

Laboratory Services Agreement by and between the LLC and Cincinnati Children's Hospital Medical Center, dated June 21, 2013.

Collaboration Agreement by and between the LLC and The Regents of the University of California, on behalf of its San Francisco Campus ("*UCSF*"), dated May 15, 2013.

Collaboration Agreement, by and between the LLC and UCSF, dated September 1, 2013.

Confidential Disclosure Agreement by and between the LLC and UCSF, dated as of April 16, 2012.

Letter Agreement by and between the LLC and The Board of Trustees of the Leland Stanford Junior University ("*Stanford*"), dated April 5, 2013.

Space Sharing Agreement, by and between the LLC and Synergenics, LLC, dated September 23, 2013.

Engagement letter, by and between the LLC and Wilson Sonsini Goodrich & Rosati (WSGR), dated February 2, 2012, as amended October 11, 2013, and the related consent letters by and between the LLC and WSGR dated February 2, 2012 and September 16, 2013.

At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement by and between the LLC and Joshua Salafsky.

Award No. IIP-1256619 and Proposal No. IIP-1256619 by and between the LLC and the National Science Foundation, dated March 18, 2013.

Award No. IIP-1256619 and Proposal No. IIP-1346606 by and between the LLC and the National Science Foundation, dated September 20, 2013.

SCHEDULE 3

PATENTS AND TRADEMARKS

Patent Portfolio

Country	Application Number	Filing Date	Pub. Number	Pub. Date	Patent Number	Issue Date	Title	Inventor	Status
United States of America	09/731,366	12/06/00	2002-0094520	07/18/02	6,953,694	10/11/05	ATTACHMENT OF SECOND HARMONIC-ACTIVE MOIETY TO MOLECULES FOR DETECTION OF MOLECULES AT INTERFACES	SALAFSKY, S.; JOSHUA EISENTHAL, KENNETH B.	ISSUED
United States of America	12/571,342	09/30/09	2010-0120164	05/13/10	8,497,073	07/30/13	METHOD USING A NONLINEAR OPTICAL TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING CONFORMATIONAL CHANGE	SALAFSKY, JOSHUA S.	ISSUED
United States of America	13/838,340	03/15/13					METHOD USING A NONLINEAR OPTICAL TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING CONFORMATIONAL CHANGE	SALAFSKY, JOSHUA S.	Pending
United States of	13/838,491	03/15/13					METHOD USING A NONLINEAR OPTICAL	SALAFSKY, JOSHUA S.	Pending

Country	Application Number	Filing Date	Pub. Number	Pub. Date	Patent Number	Issue Date	Title	Inventor	Status
America							TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING A CONFORMATIONAL CHANGE		
United States of America	13/834,521	03/15/13					METHOD USING A NONLINEAR OPTICAL TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING A CONFORMATIONAL CHANGE	SALAFSKY, JOSHUA S.	Pending
United States of America	13/838,753	03/15/13					METHOD USING A NONLINEAR OPTICAL TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING A CONFORMATIONAL CHANGE	SALAFSKY, JOSHUA S.	Pending
United States of America	13/834,809	03/15/13					METHOD USING A NONLINEAR OPTICAL TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING A CONFORMATIONAL CHANGE	SALAFSKY, JOSHUA S.	Pending
United States of	13/834,848	03/15/13					METHOD USING A NONLINEAR OPTICAL	SALAFSKY, JOSHUA S.	Pending

PATENT

REEL: 036675 FRAME: 0799

Country	Application Number	Filing Date	Pub. Number	Pub. Date	Patent Number	Issue Date	Title	Inventor	Status
America							TECHNIQUE FOR DETECTION OF INTERACTIONS INVOLVING A CONFORMATIONAL CHANGE		
United States of America	12/535,631	08/04/09	2010-0068144	03/18/10			NONLINEAR OPTICAL DETECTION OF MOLECULES COMPRISING AN UNNATURAL AMINO ACID POSSESSING A HYPERPOLARIZABILITY	SALAFSKY, JOSHUA S.	Published
Australia	2012230899	03/21/12					CLASSIFICATION OF KINASE INHIBITORS USING NONLINEAR OPTICAL TECHNIQUES	SALAFSKY, JOSHUA S.	Pending
Canada	Not yet Assigned	03/21/12					CLASSIFICATION OF KINASE INHIBITORS USING NONLINEAR OPTICAL TECHNIQUES	SALAFSKY, JOSHUA S.	Pending
Patent Cooperation Treaty	PCT/US2012/30010	03/21/12	2012/129347	09/27/12			CLASSIFICATION OF KINASE INHIBITORS USING NONLINEAR OPTICAL TECHNIQUES	SALAFSKY, JOSHUA S.	Published
United Kingdom	1317341.4	03/21/12					CLASSIFICATION OF KINASE INHIBITORS USING NONLINEAR OPTICAL TECHNIQUES	SALAFSKY, JOSHUA S.	Pending

Country	Application Number	Filing Date	Pub. Number	Pub. Date	Patent Number	Issue Date	Title	Inventor	Status
United States of America	14/006,302	09/19/13					CLASSIFICATION OF KINASE INHIBITORS USING NONLINEAR OPTICAL TECHNIQUES	SALAFSKY, JOSHUA S.	Pending
Patent Cooperation Treaty	PCT/US2012/63286	11/02/12					METHODS FOR IDENTIFYING MODULATORS OF RAS USING NONLINEAR TECHNIQUES	SALAFSKY, JOSHUA S.; MCGUINNNESS, RYAN	Pending
Patent Cooperation Treaty	PCT/US2013/00117	04/25/13					METHODS FOR DETECTING ALLOSTERIC MODULATORS OF PROTEIN	SALAFSKY, JOSHUA S.	Pending
United States of America	13/794,277	03/11/13					METHODS FOR DETECTING ALLOSTERIC MODULATORS OF PROTEIN	SALAFSKY, JOSHUA S.	Pending
United States of America	61/834,782	06/13/13					METHODS OF SCREENING DRUG CANDIDATES TARGETING A TARGET BIOMOLECULE	SALAFSKY, JOSHUA S.; MOREE, CARL BENTON, II	Pending

SCHEDULE 4

CURRENT LIABILITIES AND OBLIGATIONS BEING ASSUMED

All payments and obligations resulting from the income tax examination charges set forth on the certain IRS Form 4549 dated May 29, 2012, not to exceed \$111,055.

SCHEDULE 5
CAPITALIZATION

Outstanding Membership Interests	
Name	LLC Units
Joshua Salafsky	6,337,965
Bernard Salafsky	6,679
Paul R. Herman Family Trust u/w/o Miriam R. Herman	942,857
Murry Herman	235,714
Tali Herman	333,929
The Trustees of Columbia University in the City of New York	224,490
Abraham Feldman Trust F/B/O E. Steven Lenger U/A 1/21/91	550,809
Peter Kuriloff	41,418
Jim Hudson	221,884
Lonnie McMillian	1,800,560
Synergenics LLC	165,000
Total	10,861,305

SCHEDULE 6
SPECIFIED SERVICE PROVIDERS

Joshua Salafsky

SCHEDULE 7

SERVICE PROVIDER AGREEMENTS

At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement by and between the LLC and Joshua Salafsky.

SCHEDULE 8

REQUIRED CONSENTS

Collaboration Agreement by and between the LLC and UCSF, dated May 15, 2013.

Confidential Disclosure Agreement by and between the LLC and UCSF, dated as of April 16, 2012.

Letter Agreement by and between the LLC and Stanford, dated April 2, 2013.

Laboratory Services Agreement by and between the LLC and Cincinnati Children's Hospital Medical Center, dated June 21, 2013.

EXHIBIT A
STOCK ISSUANCE AGREEMENT

(See Exhibit I to the Information Statement)

EXHIBIT B
FORM OF BILL OF SALE

BILL OF SALE AND CONVEYANCE

This BILL OF SALE AND CONVEYANCE is made and entered into as of October 11, 2013, by and between Biodesy LLC, a New York limited liability company (the “LLC”) and Biodesy, Inc., a Delaware corporation (the “Company”).

RECITALS

A. The LLC and the Company are parties to an Asset Transfer and Assignment Agreement dated as of October 11, 2013 (the “**Asset Transfer Agreement**”) pursuant to which the LLC agreed to sell, and the Company agreed to purchase, the “Transferred Assets,” as set forth in **Section 1** of the Asset Transfer Agreement.

B. The LLC and the Company now desire to carry out the intent and purpose of the Asset Transfer Agreement by the LLC’s execution and delivery to the Company of this instrument evidencing the sale, conveyance, assignment, transfer and delivery to the Company of certain of the Transferred Assets.

C. It is the intent of the parties hereto to reflect the transfer of title to the Transferred Assets owned by the LLC by the execution and delivery of this Bill of Sale and Conveyance by the LLC to the Company.

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth herein and in the Asset Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LLC and the Company hereby agree as follows:

1. All capitalized terms used as defined terms and not otherwise defined herein shall have the meanings set forth in the Asset Transfer Agreement.

2. The LLC does hereby, effective from and after the Closing, sell, convey, assign, transfer and deliver unto the Company, the LLC’s entire right, title and interest in, to and under the Transferred Assets set forth in Annex A-1 hereto.

3. This instrument shall be binding upon and shall inure to the benefit of the respective successors, assigns and transferees of the LLC and the Company.

4. In the event that any provision of this Bill of Sale and Conveyance is construed to conflict with a provision of the Asset Transfer Agreement, the provision in the Asset Transfer Agreement shall be deemed controlling.

5. This instrument shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of California.

6. This Bill of Sale and Conveyance may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Conveyance to be executed and delivered by their duly authorized officers as of the date first above written.

BIODESY LLC

By: Joshua Salafsky

Name: Joshua Salafsky

Title: Manager

BIODESY, INC.

By: _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Bill of Sale and Conveyance

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Conveyance to be executed and delivered by their duly authorized officers as of the date first above written.

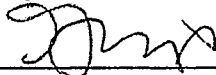
BIODESY LLC

By: _____

Name: Joshua Salafsky

Title: Manager

BIODESY, INC.

By:  _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Bill of Sale and Conveyance

ANNEX A-1

TRANSFERRED ASSETS

1. The Transferred Assets transferred hereby shall consist of all of the LLC's right, title and interest in and to all of the rights, properties, goodwill and assets of the LLC of every nature, kind and description, tangible and intangible, wherever located, whether or not carried on the books of the LLC, and those contracts and agreements of the LLC specified below ("**Transferred Assets**"), except those assets expressly identified as Excluded Assets on Schedule 1 attached to the Asset Transfer Agreement (the "**Excluded Assets**"), which shall remain with the LLC. The Transferred Assets specifically include, without limitation, all of the intellectual property owned by the LLC as of the Closing Date, including:

(a) the patents and patent applications (respectively issued or filed throughout the world), owned by the LLC as of the Closing Date, as well as any reissuances, extensions, renewals, divisions, substitutions, reexaminations, continuations and continuation-in-parts thereof and any applications or patents that claim priority from such patents and applications, including, without limitation, any foreign counterparts of such patents;

(b) the copyrights owned by the LLC as of the Closing Date, together with all moral rights;

(c) the tradenames, trademarks, service marks, trade dresses, logos, designs, slogans and corporate names, whether in word mark, stylized or design format, registered and unregistered, throughout the world, owned by the LLC as of the Closing Date, together with the goodwill of the LLC's business connected with the use of and symbolized thereby and all the rights and privileges that inhere therein;

(d) all other intellectual property and technology, including, without limitation, know-how, trade secrets, ideas, discoveries, concepts, research and development, compositions, techniques, technical data, drawings, specifications, inventions (whether or not patented), designs, formulas, processes, procedures, methods, source code, object code, software (including any and all software implementations of algorithms, models and methodologies), descriptions, flow-charts (and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and data and documentation related to any of the foregoing), databases, data compilations, data collections, customer lists, supplier lists, business and marketing plans, works of authorship, domain names, web addresses, websites, all other confidential information, any applications, registrations and renewals in connection with any of the foregoing, and all documentation and information relating to the design, manufacture, testing, installation, operation, repair, maintenance, support and use of the LLC's products;

(e) those contracts, instruments, license agreements or other agreements entered into by the LLC and specified on Schedule 2 attached to the Asset Transfer Agreement (the "**Specified Agreements**");

(f) the right to sue and recover damages for past, present and future infringement of any intellectual property;

(g) all cash, cash equivalents and bank accounts;

- (h) all receivables, credits and deposits; and
- (i) furniture, fixtures, equipment, prototypes, inventory, permits, licenses and similar authorizations.

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated and effective as of October 11, 2013, is executed and delivered pursuant to that certain Asset Transfer and Assignment Agreement, dated as of October 11, 2013 (the “**Transfer Agreement**”), by and between Biodesy, Inc., a Delaware corporation (the “**Assignee**”), and Biodesy LLC, a New York limited liability company (the “**Assignor**”). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Transfer Agreement.

WHEREAS, the Transfer Agreement provides for, among other things, the purchase by Assignee of the Transferred Assets from Assignor and the assumption of the Assumed Liabilities by Assignee; and

WHEREAS, pursuant to and subject to the terms of the Transfer Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor’s rights, title and interest in and to the Transferred Assets and the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for the other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. Terms of the Transfer Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Transfer Agreement, and in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the Transfer Agreement, the terms and provisions of the Transfer Agreement shall be deemed to govern and be controlling in all circumstances.

2. Assignment. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee (the “**Assignment**”) all of Assignor’s right, title and interest in and to the Transferred Assets and the Assumed Liabilities.

3. Assumption. Assignee does hereby accept the Assignment and assumes and hereafter shall pay, perform and discharge when due the Assumed Liabilities. Assignee assumes no Excluded Liabilities and the parties hereto agree that Assignee shall not be obligated to pay, perform or otherwise discharge any Excluded Liabilities.

4. Consent. All consents, approvals and waivers necessary to effect the Assignment of the contracts and agreements that are Transferred Assets have been obtained by Assignor and delivered to Assignee, and none of such consents, approvals or waivers are conditioned upon the giving of any consideration by Assignee or any material change in the terms of any of the contracts and agreements that are Transferred Assets.

5. Notices. All notices and other communications hereunder shall be given as set forth in the Transfer Agreement.

6. Entire Agreement; Amendment; Waiver. This Agreement sets forth the entire agreement of the parties with respect to the matters contained herein, and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision,

whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Headings. The headings contained in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the applicable laws of the State of California without regard to any principles governing conflicts of laws.

9. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid provision will be deemed severed from this Agreement.

10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Assignee or Assignor and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Assignee and Assignor and their respective successors and assigns.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by electronic facsimile or other means of electronic transmission shall be considered original executed counterparts for purposes of this **Section 11**.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR

BIODESY LLC

By: Joshua Salafsky

Name: Joshua Salafsky

Title: Manager

ASSIGNEE

BIODESY, INC.

By: _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR

BIODESY LLC

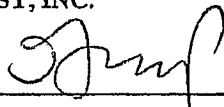
By: _____

Name: Joshua Salafsky

Title: Manager

ASSIGNEE

BIODESY, INC.

By:  _____

Name: Gregory Yap

Title: Chief Executive Officer

Signature Page to Assignment and Assumption Agreement

EXHIBIT D

**RELEASE OF CLAIMS
(HOLDERS OF MEMBERSHIP INTERESTS AND UNIT EQUIVALENTS)**

(See Exhibit H to the Information Statement)

EXHIBIT E

**RELEASE OF CLAIMS
(SERVICE PROVIDERS)**

EXHIBIT F
ARTICLES OF DISSOLUTION