

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3568581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PAUL WESSEL	03/21/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BAYER HEALTHCARE LLC	
<b>Street Address:</b>	100 BAYER BLVD.	
<b>Internal Address:</b>	P.O. BOX 915	
<b>City:</b>	WHIPPANY	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07981	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6494830
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(862)404-3062	
<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>Email:</b>	DCIP@BAYER.COM	
<b>Correspondent Name:</b>	BAYER HEALTHCARE LLC	
<b>Address Line 1:</b>	100 BAYER BLVD.	
<b>Address Line 2:</b>	P.O. BOX 915	
<b>Address Line 4:</b>	WHIPPANY, NEW JERSEY 07981	
<b>ATTORNEY DOCKET NUMBER:</b>	08DC100	
<b>NAME OF SUBMITTER:</b>	DORA SHARPS	
<b>SIGNATURE:</b>	/Dora Sharps/	
<b>DATE SIGNED:</b>	10/14/2015	
<b>Total Attachments: 3</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") dated as of March 21, 2008 (the "Effective Date"), is by and between Paul Wessel, residing at \_\_\_\_\_ ("Assignor") and Guidance Interactive Healthcare, Inc., a Minnesota corporation, with an office at 120 Railway St. W. Loretta, Minnesota 55357 ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Agreement and Plan of Merger among Bayer HealthCare LLC, Gershwin Acquisition, Inc. and Guidance Interactive Healthcare, Inc. dated as of February 29, 2008 (the "Merger Agreement").

In consideration of the representations, warranties, covenants and agreements contained herein and in the Merger Agreement, the parties agree as follows:

### 1. Definitions

"Guidance" shall mean Guidance Interactive Healthcare, Inc. and any predecessors including, without limitation, Guidance Interactive LLC.

"Intellectual Property" shall mean any and all intellectual property rights in the Materials that Assignor has not previously assigned to Guidance, including, without limitation copyrights, utility models, mask works, patents, patent applications, provisional patent applications, trade secrets, trademarks and associated good will, and moral rights.

"Materials" shall mean all tangible and intangible work product created, conceived, discovered, or developed by Assignor prior to the Effective Date, alone or with others, whether inside or outside normal working hours, which result from or relate to (i) diabetes care, therapy, or monitoring, (ii) juvenile health care, (iii) the projects identified in Exhibit A, or (iv) the intellectual property rights that Assignor has either previously assigned to or is under an obligation to assign to Guidance, including, without limitation, designs, ideas, processes, discoveries, inventions, products, computer programs, procedures, flow charts, improvements, and documents.

### 2. Assignment

Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer from Assignor of, all of its right, title and interest in and to the Intellectual Property together with any extension, reissue, modification or renewal thereof, and (i) all rights, claims, credits or rights of set-off against third persons for infringement or other violation of the Intellectual Property, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by

Governmental Entity, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Intellectual Property, and (ii) all income, royalties or payments exclusively relating to the Intellectual Property due or payable under any contract (all collectively, the "Intellectual Property Rights").

Assignor agrees to promptly and fully disclose to Assignee all Intellectual Property Rights and Materials. Assignor hereby waives any moral rights in the Materials.

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Intellectual Property Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Intellectual Property Rights, including, without limitation, testifying as to any facts relating to the Intellectual Property Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for documented out-of-pocket expenses incurred in the provision of (1) - (3) above.

### 3. Parties' Rights and Remedies

The rights and remedies of each party under the Merger Agreement shall not be deemed to be enlarged, modified or altered in any way by this Assignment. Assignor covenants, represents, and agrees that: (i) Assignor's performance under the terms of this Assignment do not and will not breach any agreement or duty to keep in confidence proprietary information of any third party; (ii) Assignor has not entered and will not enter into any agreement, either written or oral, in conflict herewith; (iii) Assignor is not restricted in any way from entering into this Assignment; and (iv) Assignor has not granted, agreed to grant, or undertaken an obligation to grant any right, title, or interest in or to the Intellectual Property to any third party.

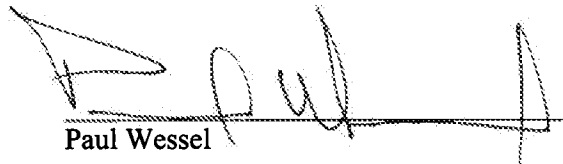
### 4. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

### 5. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

  
Paul Wessel

GUIDANCE INTERACTIVE  
HEALTHCARE, INC.

By 

Name: Paul Wessel

Title: Chief Executive Officer