

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3571301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JENNIFER ASHLEY GITCHELL	07/08/2015
TIMOTHY JAMES LEO KRESS-SPATZ	07/07/2015
KEVIN WILLIAM MACDONALD	07/07/2015
NICHOLAS BASTIEN PETERSEN	07/07/2015
JULIE CHRISTINA MELONI	07/14/2015
CHRISTIAN LEE DOYLE	07/08/2015
MICHAEL DAVID WAUD	07/08/2015
DAVID MARIO PEDRA	07/22/2015
NICHOLAS WARD STOCCHERO	07/07/2015
MICHAEL CHRISTOPHER WIMPEE	07/08/2015
STEVEN SHYU	07/10/2015
MAHESH MURALI	07/08/2015

RECEIVING PARTY DATA

Name:	KIT CHECK, INC.
Street Address:	803 7TH ST NW, SUITE 350
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20001

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14876533

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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: 949-760-0404

Email: EFILING@KNOBBE.COM

Correspondent Name: KNOBBE MARTENS OLSON & BEAR

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

PATENT

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: KIT.002C1

NAME OF SUBMITTER: LINCOLN S. ESSIG

SIGNATURE: /Lincoln. S. Essig./

DATE SIGNED: 10/15/2015

Total Attachments: 15

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by **Jennifer Ashley Gitchell**, residing at 1912 8th St NW, Unit D, Washington, DC 20001, **Timothy James Leo Kress-Spatz**, residing at 1400 Irving St NW, Apt 618, Washington, DC 20010, **Kevin William MacDonald**, residing at 2510 Virginia Ave NW, Suite 1407N, Washington, DC 20037, **Nicholas Bastien Petersen**, residing at 2250 11th Street NW, Apt 108, Washington, DC 20001, **Julie Christina Meloni**, residing at 829 Quincy Street NW, #402, Washington, DC 20011, **Christian Lee Doyle**, residing at 3002 Dawson Avenue, Silver Spring, MD 20902, **Michael David Waud**, residing at 2702 13th St NW, Washington, DC 20009, **David Mario Pedra**, residing at 930 M Street NW, Apt 509, Washington, DC 20001, **Nicholas Ward Stocchero**, residing at 2400 16th St NW, Apt 531, Washington, DC 20009, **Michael Christopher Wimpee**, residing at 1842 Mintwood Pl NW, Apt 5, Washington, DC 20009, **Steven Shyu**, residing at 910 M St NW, Apt 418, Washington, DC 20001, and **Mahesh Murali**, residing at 123 Bates St NW, Washington, DC 20001, (individuals hereinafter "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to MEDICATION TRACKING (collectively hereinafter referred to as the "Invention"), for which an application for Letters Patent has been filed with the United States Patent and Trademark Office (identified above, and hereinafter the "Application").

WHEREAS, **Kit Check, Inc.**, a Delaware Corporation, having offices at 803 7th St NW, Suite 350, Washington, DC 20001 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else.

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or the Invention (including, but not limited to, U.S. Provisional Application No(s). 61/913337 filed December 8, 2013; 62/000570 filed May 20, 2014; 62/020576 filed July 3, 2014; 62/062845 filed October 11, 2014); all nonprovisional and design applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the US, all extensions, renewals and reissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights,

copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

F. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention, Application, or Related Applications, or any improvements made thereto; assist in the preparation of any other applications relating to the Invention, Application, or Related Applications, or any improvements made thereto; testify in any legal proceeding; sign or execute all documents and lawful papers; sign or execute and make all rightful oaths and declarations; and generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patent protection for the Invention, Application, or Related Application, or any improvements made thereto, in all countries. ASSIGNOR hereby authorizes, the filing and execution of all rightful oaths and declarations, including any in connection with the Invention, Application, or Related Applications, or any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his or her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. The Application was authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE'S sole discretion, any and all additional application(s) that claim priority to the Application, including all Related Applications.

C. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

D. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

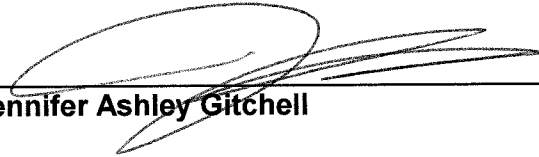
ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel

presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Legal Name of inventor: Jennifer Ashley Gitchell

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of July, 2015.



Jennifer Ashley Gitchell


DISTRICT OF }
COLUMBIA } ss.

On July 8th 2015 before me, Nicole Wells

personally appeared **Jennifer Ashley Gitchell**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

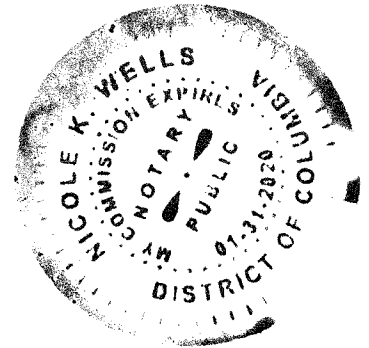
I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.



Notary Signature

[SEAL]



District of Columbia: SS
Sworn to and subscribed before me on
the 8th day of July, 2015

Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: Timothy James Leo Kress-Spatz

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of July, 2015

Timothy James Leo Kress-Spatz
Timothy James Leo Kress-Spatz

DISTRICT OF }
COLUMBIA } ss.

On July 7th 2015 before me, Nicole Wells

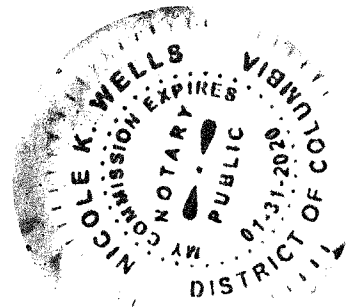
personally appeared **Timothy James Leo Kress-Spatz**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Signature

[SEAL]



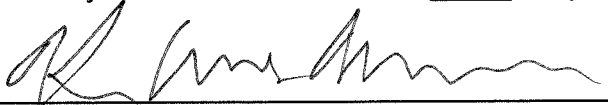
District of Columbia: SS

Sworn to and subscribed before me on the 7th day of July, 2015

[Signature]
Notary Public's Signature
My Commission Expires 1/31/2020

Legal Name of inventor: **Kevin William MacDonald**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of July, 2015.



Kevin William MacDonald

DISTRICT OF }
COLUMBIA } ss.

On July 7th 2015 before me, Nicole Wells,

personally appeared **Kevin William MacDonald**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

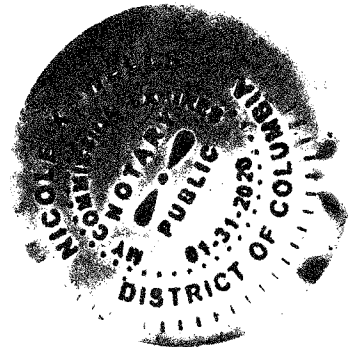
I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

[SEAL]



District of Columbia: SS
Sworn to and subscribed before me on
the 7th day of July, 2015

Notary Public's Signature
My Commission Expires 11/31/20

Legal Name of inventor: **Nicholas Bastien Petersen**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of July, 2015.



Nicholas Bastien Petersen

DISTRICT OF }
COLUMBIA } ss.

On July 7th 2015 before me, Nicole Wells

personally appeared **Nicholas Bastien Petersen**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

[SEAL]



District of Columbia: SS


Sworn to and subscribed before me on
the 7th day of July, 2015



Notary Public's Signature
My Commission Expires 1/31/2020

Legal Name of inventor: **Julie Christina Meloni**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of July, 2015



Julie Christina Meloni


DISTRICT OF }
COLUMBIA } ss.

On July 14 2015 before me, Nicole Wells

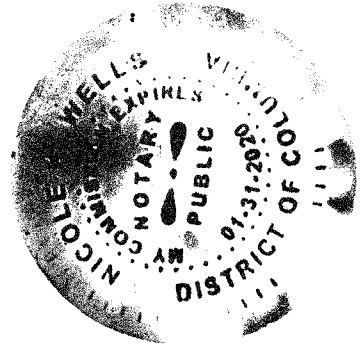
personally appeared **Julie Christina Meloni**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature 

[SEAL]



District of Columbia: SS

Sworn to and subscribed before me on
the 14 day of July, 2015



Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: **Christian Lee Doyle**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of July, 2015.

Christian Lee Doyle
Christian Lee Doyle

DISTRICT OF }
COLUMBIA } ss.

On July 8th 2015 before me, Nicole Wells

personally appeared **Christian Lee Doyle**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

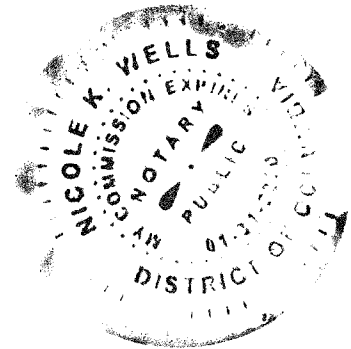
I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Signature

[SEAL]



District of Columbia: SS

Sworn to and subscribed before me on the 8th day of July, 2015

[Signature]
Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: **Michael David Waud**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of July, 2015.

Michael David Waud
Michael David Waud

DISTRICT OF }
COLUMBIA } ss.

On July 8th 2015 before me, Nicole Wells

personally appeared **Michael David Waud**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Signature

[SEAL]




District of Columbia: SS

Sworn to and subscribed before me on the 8th day of July, 2015

[Signature]
Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: **David Mario Pedra**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of July, 2015.



David Mario Pedra


DISTRICT OF }
COLUMBIA } ss.

On July 22 2015 before me, Nicole wells,

personally appeared **David Mario Pedra**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

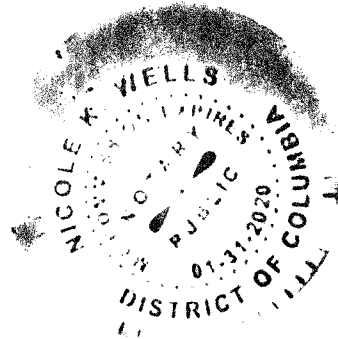
I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

[SEAL]



District of Columbia: SS

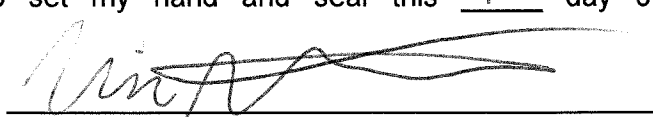
Sworn to and subscribed before me on the 22 day of July, 2015



Notary Public's Signature
My Commission Expires 1/31/2020

Legal Name of inventor: **Nicholas Ward Stocchero**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of July, 2015.



Nicholas Ward Stocchero


DISTRICT OF }
COLUMBIA } ss.

On July 7th 2015 before me, Nicole Wells

personally appeared **Nicholas Ward Stocchero**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

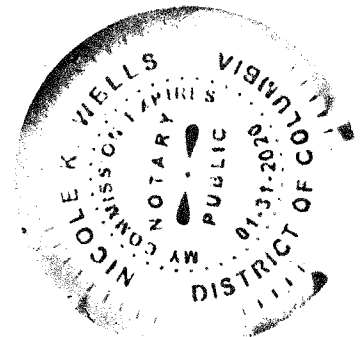
I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



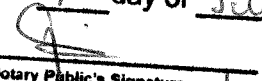
Notary Signature

[SEAL]



District of Columbia: SS

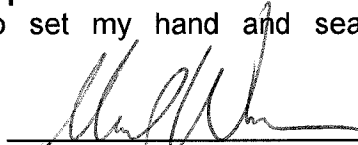
Sworn to and subscribed before me on
the 7th day of July, 2015



Notary Public's Signature
My Commission Expires 1/30/2020

Legal Name of inventor: **Michael Christopher Wimpee**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of July, 2015.



Michael Christopher Wimpee

DISTRICT OF }
COLUMBIA } ss.

On July 8th 2015 before me, Nicole Wells

personally appeared **Michael Christopher Wimpee**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Signature

[SEAL]



District of Columbia: SS

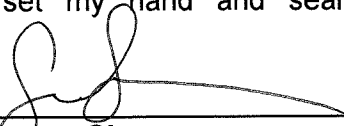
Sworn to and subscribed before me on the 8th day of July, 2015



Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: **Steven Shyu**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of JULY, 2015.



Steven Shyu

DISTRICT OF }
COLUMBIA } ss.

On July 10 2015 before me, Nicole Wells

personally appeared **Steven Shyu**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

[SEAL]



District of Columbia: SS

Sworn to and subscribed before me on the 10th day of July, 2015



Notary Public's Signature
My Commission Expires 1/31/20

Legal Name of inventor: **Mahesh Murali**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of July, 2015.

Mahesh Murali
[Signature]

DISTRICT OF }
COLUMBIA } ss.

On July 8th 2015 before me, Nicole Wells

personally appeared **Mahesh Murali**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Signature

[SEAL]



19495894
120914

District of Columbia: SS
Sworn to and subscribed before me on
the 8th day of July, 2015
[Signature]
Notary Public's Signature
My Commission Expires 1/31/20