

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3639505

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TENAX THERAPEUTICS, INC.	10/23/2015
RECEIVING PARTY DATA		
Name:	ARBMETRICS LLC	
Street Address:	300 ORTON ROAD	
City:	YELLOW SPRINGS	
State/Country:	OHIO	
Postal Code:	45387	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	6343225	
Patent Number:	6815186	
CORRESPONDENCE DATA		
Fax Number:	(212)391-0525	
<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>		
Email:	pdocketing@COOPERDUNHAM.COM	
Correspondent Name:	COOPER & DUNHAM LLP	
Address Line 1:	30 ROCKEFELLER PLAZA, 20TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10112	
ATTORNEY DOCKET NUMBER:	7513/79558 & 7513/79558-Z	
NAME OF SUBMITTER:	GARY J. GERSHIK	
SIGNATURE:	/Gary J. Gershik/	
DATE SIGNED:	12/02/2015	
Total Attachments: 6		
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SALE OF INTELLECTUAL PROPERTY AGREEMENT

Arbmetrics LLC, henceforth known as "Buyer," wishes to purchase the intellectual property listed below ("Intellectual Property") from **Tenax Therapeutics, Inc.**, henceforth known as "Seller."

As such, Buyer and Seller agree to the following definitions and provisions:

1. Definition of Intellectual Property

- 1.1 Buyer agrees to purchase from Seller the Intellectual Property described herein, and any rights, trademarks, etc., associated with said Intellectual Property.
- 1.2 Intellectual Property, for the purposes of this agreement, is defined as follows: all those patents issued on the attached Exhibit A, attached hereto and incorporated herein by reference which have not otherwise expired, abandoned or allowed to lapse prior to the Effective Date.

2. Sale of Intellectual Property

[REDACTED]

[REDACTED]

- 2.3 Seller agrees to transfer any and all rights to the Intellectual Property, which will give Buyer the right to, among other things, exploit the Intellectual Property for profit. Seller agrees that it has no further rights to the Intellectual Property, and it will not make any further profit, or any other kind of gain or benefit, as a result of a connection to the Intellectual Property, unless otherwise specified in the below paragraph.

- 2.4 In consideration for the sale by Seller of the Intellectual Property to Buyer, at the Closing, Buyer shall pay to Seller cash in an amount equal to the fees charged by Cooper & Dunham, LLP to effectuate the sale. [REDACTED]

[REDACTED]

- 2.5 For purposes of this Agreement, Covered Sales are all sales of any tangible or intangible item that incorporate or rely on the Intellectual Property ("Product").

[REDACTED]

[REDACTED]

3. Transfer/Assignment

- 3.1 Seller agrees to provide Buyer with any and all documents related to this Intellectual Property, including any patent agreements, copyright certificates, plans, written works, etc. This transfer/assignment shall begin upon the signing of this agreement, and shall be completed no later than thirty (30) days past the signing.
- 3.2 Both parties agree that the sale of the Intellectual Property is the only transaction contemplated under this agreement and that it does not commit either to any sort of relationship other than that needed for this agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.3 Entire Agreement. This Agreement, together with the exhibits and schedules attached hereto, constitutes the entire agreement, and supersede all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

[REDACTED]

[REDACTED]

7.5 Assignment and Beneficiaries. Neither this Agreement nor any rights or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under this Agreement.

[REDACTED]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date of the last signature.

TENAX THERAPEUTICS, INC. (SELLER)

DocuSigned by:
Michael Jensen
F7A771CB4D81450...
MICHAEL JENSEN
President/CFO

October 23, 2015
Date

Arbmetrics, LLC

DocuSigned by:
Alan R Brunsman
8DF27282288E464...
Alan Brunsman
Owner

October 23, 2015
Date

EXHIBIT A – INTELLECTUAL PROPERTY

Relevant OXBO Project	Our Docket	OXBO Ref.	Application No./Filing or Entry Date	Patent/Issue Date	Status
GlucoMetrics	79558	K1	09/395,466, filed September 14, 1999	6,343,225, issued January 29, 2002	last M Fee paid
GlucoMetrics	79558-Z	K1-Div.	10/058,453, filed January 28, 2002	6,815,186, issued November 9, 2004	M Fee due <u>5/10/16</u>