

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3676714

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIOBEATS, INC.	12/24/2015
RECEIVING PARTY DATA		
Name:	MINDFUL SOUND LIMITED	
Street Address:	3 FITZHARDINGE STREET, 3RD FLOOR	
Internal Address:	C/O CHADDESLEY SANFORD	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1H 6EF	
PROPERTY NUMBERS Total: 5		
	Property Type	Number
	Application Number:	61697938
	Application Number:	61818993
	Application Number:	61817708
	Application Number:	61819785
	Application Number:	14696554
CORRESPONDENCE DATA		
Fax Number:	(213)620-1398	
<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:	2136201780	
Email:	nphillips@sheppardmullin.com	
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	
Address Line 1:	333 SOUTH HOPE STREET	
Address Line 2:	43RD FLOOR	
Address Line 4:	LOS ANGELES, CALIFORNIA 90071	
NAME OF SUBMITTER:	DARREN M. FRANKLIN	
SIGNATURE:	/Darren M. Franklin/	
DATE SIGNED:	12/30/2015	
Total Attachments: 5		

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EXHIBIT C

PATENT ASSIGNMENT

WHEREAS, BioBeats, Inc., a company incorporated in California, whose registered office is at 350 Frank Ogawa Plaza, Suite 100, Oakland, California 94612, United States (hereinafter “**Company**”), is the sole and exclusive owner of certain United States and/or non-United States/foreign patents and/or patent applications listed in Exhibit 1 annexed hereto (collectively referred to as the “**Patents and Patent Applications**”);

AND WHEREAS, the Company and Mindful Sound Limited, a private limited company incorporated under the laws of England and Wales with company number 07727135 whose registered office is at C/O Chaddeley Sanford, 3rd Floor, 3 Fitzhardinge Street, London W1H 6EF, United Kingdom (hereinafter “**Mindful Sound**”) have entered into an Intellectual Property Transfer Agreement dated as of December 24, 2015 (the “**Transfer Agreement**”);

AND WHEREAS, Mindful Sound is desirous of acquiring the right, title and interest in, to and under the said Patents and Patent Applications (and all foreign counterparts and related foreign patents).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company does hereby sell, transfer, convey, assign and deliver to Mindful Sound all of the Company’s worldwide right, title and interest in and to the Patent and Patent Applications and any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues of such patents, the same to be held by Mindful Sound for Mindful Sound’s own use and enjoyment, and for the use and enjoyment of Mindful Sound’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Patent Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patent and Patent Applications, along with the right to sue for and collect such damages for the use and benefit of Mindful Sound and its successors, assigns and other legal representatives;

AND the Company hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Mindful Sound and its successors, assigns and other legal representatives in accordance with the terms of this instrument;

AND the Company does hereby covenant with Mindful Sound and the successors and permitted assigns of Mindful Sound that, from time to time after the date hereof, and at Mindful Sound’s sole expense, the Company will promptly execute and deliver to Mindful Sound or shall promptly procure the execution and delivery of any and all such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances, powers of attorney and other instruments as may reasonably be requested by Mindful Sound in order to vest in Mindful Sound all of the Company’s right, title and interest in and to the Patents and Patent Applications and carry out the purpose and intent of this Patent Assignment and the Transfer Agreement;

PATENT ASSIGNMENT

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AND notwithstanding any other provisions of this Patent Assignment to the contrary, nothing contained in this Patent Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations and indemnifications of the Company or Mindful Sound set forth in the Transfer Agreement. This Patent Assignment is intended only to effect the transfer of certain intellectual property transferred pursuant to the Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Transfer Agreement;

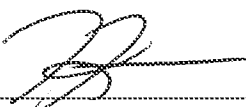
AND the terms and covenants of this Patent Assignment shall inure to the benefit of Mindful Sound, its successors and assigns, and shall be binding upon the Company and its successors and assigns. All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Transfer Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company has executed this Assignment of Patent Rights with effect from December 24, 2015.

ASSIGNOR:

BIOBEATS, INC., a California corporation

By: 
Name: Nadeem Kassam
Title: Director

ASSIGNEE:

**MINDFUL SOUND LIMITED, a private
limited company incorporated under the
laws of England**

By: _____
Name: David Plans Casal
Title: Director

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SIGNATURE PAGE TO THE BIOBEATS – MINDFUL SOUND PATENT ASSIGNMENT

EXHIBIT 1
TO THE BIOBEATS-MINDFUL SOUND PATENT ASSIGNMENT

ISSUED PATENTS

None.

PENDING APPLICATIONS

US Provisional Application No. 61/697938
Biometric-Music Interaction Methods and Systems
BioBeats, Inc. - Nadeem Kassam, et al.

US Provisional Application No. 61/818993
Crowd-Based Biometric Data Aggregation, Systems and Methods
BioBeats, Inc. - David Plans, et al.

US Provisional Application No. 61/817708
Playlist Management from Biometric Data, Systems and Methods
BioBeats, Inc. - David Plans, et al.

US Provisional Application No. 61/819785
Therapy-Based Biometric Rendering, Systems and Methods
BioBeats, Inc. - David Plans, et al.

United States Patent Application No. 14/696,554
UK Patent Application No. 1506143.5 Device and Method for Providing Feedback on Breathing
Rate BioBeats Inc.