

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3906936

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ABC-THY, LLC		04/29/2016
RECEIVING PARTY DATA		
Name:	THYNC GLOBAL, INC.	
Street Address:	140 W. MAIN STREET, SECOND FLOOR	
City:	LOS GATOS	
State/Country:	CALIFORNIA	
Postal Code:	95030	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Application Number:	14091121	
Application Number:	14558604	
Application Number:	14769727	
Application Number:	14320443	
Application Number:	14320461	
Application Number:	14639015	
Application Number:	14956193	
Application Number:	14634551	
Application Number:	14634664	
Application Number:	14634661	
Application Number:	29508490	
Application Number:	29513764	
Application Number:	29517629	
Application Number:	29527368	
Application Number:	14715461	
Application Number:	14715470	
Application Number:	14715476	
Application Number:	14715483	
CORRESPONDENCE DATA		

Fax Number: (650)212-7562

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: (650) 212-1700

Email: info@shayglenn.com, mbuggie@shayglenn.com

Correspondent Name: SHAY GLENN LLP

Address Line 1: 2755 CAMPUS DRIVE, SUITE 210

Address Line 4: SAN MATEO, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:	14146 ET AL.
--------------------------------	--------------

NAME OF SUBMITTER:	MARY BUGGIE
---------------------------	-------------

SIGNATURE:	/Richard D. Shoop, Reg. No. 45,763/
-------------------	-------------------------------------

DATE SIGNED:	06/07/2016
---------------------	------------

Total Attachments: 11

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page1.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page2.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page3.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page4.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page5.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page6.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page7.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page8.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page9.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page10.tif

source=14146-001_Assignment_ABC-THY_to_Thync_Global#page11.tif

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) ABC-THY, LLC

(04/29/2016)

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: THYNC GLOBAL, INC.
140 W. MAIN STREET,
SECOND FLOOR
LOS GATOS, CA 95030

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Name and address of receiving party(ies):

Name:

Street Address:

City: State:

Zip:

Country:

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **See attached**

Title:

B. Patent No.(s) – **See attached**

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard D. Shoop
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 18

7. Total fee (37 CFR 3.41): \$0.00

☒Charge any required fees to **Deposit Account 50-4050.**

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard D. Shoop, Reg. No. 45,763

Name of Person Signing

Signature

June 7, 2016

Date

Total number of pages including cover sheet, attachments, and documents: 11

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

4. Application number(s) or patent number(s):

	ATTY NO.	TITLE	APP. NO.	APP. DATE	PUB. NO.	PUB. DATE	PAT. NO.	ISSUE DATE
1	14146-712.200	WEARABLE TRANSDERMAL ELECTRICAL STIMULATION DEVICES AND METHODS OF USING THEM	14/091,121	11/26/2013	US-2014-0148872-A1	5/29/2014	8,903,494	2/11/2015
2	14146-712.500	WEARABLE TRANSDERMAL ELECTRICAL STIMULATION DEVICES AND METHODS OF USING THEM	14/558,604	12/2/2014	US-2015-0088224-A1	3/26/2015		
3	14146-714.US0	METHODS AND APPARATUSES FOR NETWORKING NEUROMODULATION OF A GROUP OF INDIVIDUALS	14/769,727	8/21/2015	US-2016-0008632-A1	1/14/2016		
4	14146-719.200	TRANSDERMAL ELECTRICAL STIMULATION METHODS FOR MODIFYING OR INDUCING COGNITIVE STATE	14/320,443	6/30/2014	US-2015-0005840-A1	1/1/2015	9,014,811	4/21/2015
5	14146-719.201	TRANSDERMAL ELECTRICAL STIMULATION DEVICES FOR MODIFYING OR INDUCING COGNITIVE STATE	14/320,461	6/30/2014	US-2015-0005841-A1	1/1/2015	9,002,458	4/7/2015
6	14146-719.301	TRANSDERMAL ELECTRICAL STIMULATION DEVICES FOR MODIFYING OR INDUCING COGNITIVE STATE	14/639,015	3/4/2015	US-2015-0174403-A1	6/25/2015	9,233,244	1/12/2016
7	14146-719.302	TRANSDERMAL ELECTRICAL STIMULATION DEVICES FOR MODIFYING OR INDUCING COGNITIVE STATE	14/956,193	12/1/2015				
8	14146-726.200	METHODS FOR USER CONTROL OF NEUROSTIMULATION TO MODIFY A COGNITIVE STATE	14/634,551	2/27/2015	US-2015-0238762-A1	8/27/2015		
9	14146-734.200	CANTILEVER ELECTRODES FOR TRANSDERMAL AND TRANSCRANIAL STIMULATION	14/634,664	2/27/2015	US-2015-0035877-A1	11/26/2015		
10	14146-734.201	METHODS FOR ATTACHING AND WEARING A NEUROSTIMULATOR ELECTRODE ASSEMBLY FOR TRANSDERMAL AND TRANSCRANIAL STIMULATION	14/634,661	2/27/2015	US-2015-0335876-A1	11/26/2015	9,333,334	5/10/2016
11	14146-801.200		29/508,490	11/6/2014				

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

4. Application number(s) or patent number(s):

	ATTY NO.	TITLE	APP. NO.	APP. DATE	PUB. NO.	PUB. DATE	PAT. NO.	ISSUE DATE
12	14146-801.201	ELECTRODE ASSEMBLY FOR TRANSDERMAL AND TRANSCRANIAL STIMULATION	29/513,764	1/5/2015				
13	14146-801.202	ELECTRODE ASSEMBLY FOR TRANSDERMAL AND TRANSCRANIAL STIMULATION	29/517,629	2/13/2015				
14	14146-801.203	ELECTRODE ASSEMBLY FOR TRANSDERMAL AND TRANSCRANIAL STIMULATION	29/527,368	5/18/2015				
15	14146-739.200	WEARABLE TRANSDERMAL NEUROSTIMULATOR HAVING CANTILEVERED ATTACHMENT	14/715,461	5/18/2015	US-2015-0335875-A1	11/26/2015		
16	14146-739.201	TRANSDERMAL NEUROSTIMULATOR ADAPTED TO REDUCE CAPACITIVE BUILD-UP	14/715,470	5/18/2015	US-2015-0335888-A1	11/26/2015		
17	14146-740.200	METHODS AND APPARATUSES FOR AMPLITUDE-MODULATED ENSEMBLE WAVEFORMS FOR NEUROSTIMULATION	14/715,476	5/18/2015	US-2015-0328461-A1	11/20/2015		
18	14146-740.201	METHODS AND APPARATUSES FOR CONTROL OF A WEARABLE TRANSDERMAL NEUROSTIMULATOR TO APPLY ENSEMBLE WAVEFORMS	14/715,483	5/18/2015	US-2015-0328467-A1	11/19/2015		

PATENT ASSIGNMENT AGREEMENT

WHEREAS, by unanimous written consent of the board of directors of thync, inc., a Delaware corporation (the "**Company**"), and with the consent of the stockholders of the Company, on March 30, 2016, the Company, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to ABC-THY, LLC, a California limited liability company (the "**Assignee**"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of the Company (the "**General Assignment**");

WHEREAS, pursuant to the terms of the General Assignment Agreement between the Company and the Assignee, all of the Company's rights title and interest in its assets have been assigned to the Assignee, including the Company's patents and patent applications;

WHEREAS, the Company and Assignee have memorialized the transfer of the Company's patents and patent applications and related rights to Assignee (collectively, the "**Patents**") in that certain Patent Assignment Agreement dated as of March 30, 2016; and

WHEREAS, Assignee, Haiyin Capital ("**Buyer 1**") and Thync Global, Inc. ("**Buyer 2**") have entered into an Asset Purchase Agreement dated as of April 29, 2016 (the "**Asset Purchase Agreement**") pursuant to which the Assignee has sold substantially all assets of the Company, including the Patents, some of which are being sold and assigned to Buyer 1, and the others of which are being sold and assigned to Buyer 2.

NOW, THEREFORE, BE IT KNOWN, pursuant to the Asset Purchase Agreement, Assignee has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto Buyer 2, its successors and assigns, Assignee's entire right, title and interest in and to: (1) all right, title and interest, within the United States and Canada, in and to each and all of the Patents and other intellectual property listed under the "TENS IP" and "PROVISIONAL IP" headings on Exhibit B2 to the Asset Purchase Agreement (the "**Buyer 2 IP**"), and all right, title and interest, within the United States and Canada, in and to each and all of the PCT filings listed under the "TENS IP" heading on Exhibit B1 to the Asset Purchase Agreement (the "**Buyer 1 TENS IP**"), in each case, including, without limitation, the related letters patent, corresponding patent applications, and all inventions, improvements and discoveries disclosed in said letters patent and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all privileges and rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all rights to sue, choses in action and any and all claims and demands, both at law and in equity, that the Company or Assignee has or may have for damages, proceeds, costs, or profits accrued or to accrue on account of the infringement, misappropriation or other unauthorized use or conduct in derogation of any of the foregoing of any of said Patents, letters patent, patent applications, inventions, improvements and discoveries, the same to be held and enjoyed by Buyer 2, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company and Assignee if the assignment set forth in this Patent Assignment

Agreement had not been made; (2) the full and complete right to file patent applications in the name of the Company or Assignee or its designee, at Buyer 2's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications on the Buyer 2 IP in the United States and Canada, and on the PCT filings under the Buyer 1 TENS IP in the United States and Canada; (3) the entire right, title and interest in and to any patents and letters patent which may issue on the Buyer 2 IP in the United States or Canada, and on the PCT filings under the Buyer 1 TENS IP in the United States and Canada, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; (4) all rights to income, royalties and any and all payments now or hereafter due or payable arising from or related to the foregoing; and (5) all rights to otherwise enforce the rights assigned hereunder (all the foregoing, collectively, the "**Assigned Rights**"); provided, however, that notwithstanding anything to the contrary in the foregoing, the Assigned Rights do not include, and Buyer 1 will have, the sole and exclusive right to pursue, at its discretion, PCT application filings, in any and all countries other than the United States and Canada, on the items listed under the "PROVISIONAL IP" heading on Exhibit B2 to the Asset Purchase Agreement once any such item is filed under a nonprovisional application.

THE ASSIGNEE HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademarks Office to record this Patent Assignment Agreement to transfer ownership of the Assigned Rights to Assignee, its successors, assigns and legal representatives or to such nominees as it may designate, and to issue said letters patent in accordance with this Agreement.

Assignee agrees that, whenever reasonably requested by Buyer 2, Assignee will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Assigned Rights and for vesting title thereto in Buyer 2, its successors, assigns and legal representatives or nominees, and generally do everything reasonably possible to aid Buyer 2, and its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Assigned Rights in all applicable countries.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Buyer 2 and Assignee have caused this Patent Assignment Agreement to be signed by their duly authorized officers as of April __, 2016.

ABC-THY, LLC in its sole and limited capacity as the assignee for the benefit of creditors of thync, inc.

THYNC GLOBAL, INC.

By: J. Weston Rose
Name: J. Weston Rose
Title: Manager

By: _____
Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

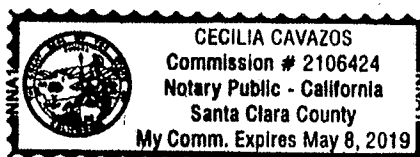
STATE OF CALIFORNIA)
) ss:
COUNTY OF SANTA CLARA)

On **April 28, 2016** before me, Cecilia Cavazos, Notary Public, personally appeared **J. Weston Rose** 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cecilia Cavazos
Notary Public: Cecilia Cavazos
California Commission No. 2106424 Exp. 5/8/2019



(Signature Page to Patent Assignment Agreement)

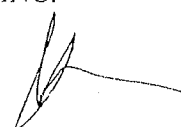
PATENT
REEL: 038836 FRAME: 0622

IN WITNESS WHEREOF, Buyer 2 and Assignee have caused this Patent Assignment Agreement to be signed by their duly authorized officers as of April __, 2016.

ABC-THY, LLC in its sole and limited capacity as the assignee for the benefit of creditors of thync, inc.

THYNC GLOBAL, INC.

By: _____
Name: J. Weston Rose
Title: Manager

By: _____
Name: Isy Goldwasser
Title: Chief Executive Officer

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is the _____ of ABC-THY, LLC and acknowledged, on behalf of ABC-THY, LLC the due execution of the foregoing instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My commission expires _____

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is the _____ of Thync Global, Inc. and acknowledged, on behalf of Thync Global, Inc. the due execution of the foregoing instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My commission expires _____

(Signature Page to Patent Assignment Agreement)

Schedule A

TENS IP

Docket No.	Patent/Document No.	Application No.	Title	Country
42043-706.301	US20150174418	14/576588	Device and Methods for Noninvasive Neuromodulation Using Targeted Transcranial Electrical Stimulation	US
12530-712.200	US8903494	14/091121	Methods for user control of neurostimulation to modify a cognitive state	US
12530-712.500	US20150088224	14/558604	Wearable transdermal electrical stimulation devices and methods of using them	US
12530-714.US0	US20160008632	14/769727	Methods and apparatuses for networking neuromodulation of a group of individuals	US
12530-714.CA0		CA2901310	Methods and apparatuses for networking neuromodulation of a group of individuals	CA
12530-719.200	US9014811	14/320443	Transdermal electrical stimulation methods for modifying or inducing cognitive state	US
12530-719.201	US9002458	14/320461	Transdermal electrical stimulation methods for modifying or inducing cognitive state	US
12530-719.301	US9233244	14/639015	Transdermal electrical stimulation methods for modifying or inducing cognitive state	US
12530-719.302		14/956193	Transdermal electrical stimulation methods for modifying or inducing cognitive state	US
12530-726.200	US20150238762	14/634551	Methods for user control of neurostimulation to modify a cognitive state	US
12530-734.200		14/634,664	Cantilever electrodes for transdermal and transcranial stimulation	US
12530-734.201	US9333334	14/634661	Methods for attaching and wearing a neurostimulator	US
12530-801.200		29/508490	Electrode assembly for transdermal and transcranial stimulation	US
12530-801.201		29/513764	Electrode assembly for transdermal and transcranial stimulation	US

{03091176.DOCX:4 }

Docket No.	Patent/Document No.	Application No.	Title	Country
12530-801.202		29/517629	Electrode assembly for transdermal and transcranial stimulation	US
12530-801.203		29/527368	Electrode assembly for transdermal and transcranial stimulation	US
12530-739.200	US20150335875	14/715461	Wearable transdermal neurostimulator having cantilevered attachment	US
12530-739.201	US20150335888	14/715470	Transdermal neurostimulator adapted to reduce capacitive build-up	US
12530-740.200	US20150328461	14/715476	Methods and apparatuses for control of a wearable transdermal neurostimulator to apply ensemble waveforms	US
12530-740.201	US20150328467	14/715483	Methods and apparatuses for control of a wearable transdermal neurostimulator to apply ensemble waveforms	US
12530-800.CA1		163235	Wearable neuromodulator	CA

PROVISIONAL IP

Docket No.	Patent/Document No.	Application No.	Title	Country
12530-725.102		62/292155	Systems and methods for shaping transdermal electrical stimulation waveforms	US
12530-727.102		62/293777	Systems and methods for neuromodulation of attention, sensory, processing, and information processing	US
12530-737.101		62/169522	Systems and methods for neuromodulation to transform concurrent sensory experiences	US
12530-741.101		62/168598	Methods and apparatuses for modifying a subject's cognitive state by transdermal stimulation of the outer ear	US
12530-741.102		62/190205	Methods and apparatuses for modifying a subject's cognitive state by transdermal electrical stimulation of the outer ear	US
12530-741.103		62/200250	Methods and apparatuses for modifying a subject's cognitive state by transdermal stimulation of the outer ear	US
12530-741.104		62/213926	Methods and apparatuses for modifying a subject's cognitive state by transdermal stimulation of the outer ear	US

{03091176.DOCX:4 }

Docket No.	Patent/Document No.	Application No.	Title	Country
12530-743.101		62/166674	Systems and methods for suppression of stress responses by transdermal electrical neuromodulation	US
12530-744.100		62/168615	Methods and apparatuses for transdermal electrical stimulation	US
12530-744.101		62/190211	Methods and apparatuses for transdermal electrical stimulation	US
12530-744.102		62/200256	Methods and apparatuses for transdermal electrical stimulation	US
12530-744.103		62/213949	Methods and apparatuses for transdermal electrical stimulation	US
12530-745.100		62/169523	Apparatuses and methods for neuromodulation	US
12530-746.100		62/170111	Systems and methods for neuromodulation with facial and mastoid electrodes	US
12530-746.101		62/268084	Systems and methods for neuromodulation with facial and mastoid electrodes	US
12530-747.100		62/218560	Systems and methods for auto-replenishment of transdermal electrical stimulation electrode	US
12530-748.100		62/245998	Transdermal electrodes with exclusions to improve uniformity of current distributions	US
12530-748.101		62/267290	Transdermal electrodes with exclusions to improve uniformity of current distributions	US
12530-749.100		62/269104	Transdermal electrical stimulation of nerves to modify or induce a cognitive state	US
12530-749.101		62/279992	Transdermal electrical stimulation of nerves to modify or induce a cognitive state	US
12530-749.102		62/281326	Transdermal electrical stimulation of nerves to modify or induce a cognitive state	US
12530-750.100		62/269975	Methods and apparatuses for improved transdermal neurostimulation to induce cognitive states	US
12530-751.100		62/308845	Systems and methods for transdermal electrical neuromodulation of the trigeminal sensory nuclear complex to improve sleep quality and mood	US

{03091176.DOCX:4 }

Note: Under a future licensing and partnership agreement, Buyer 2 expects to provide Buyer 1 with the right to file and own PCT filings associated with all above referenced provisional IP once converted from provisional status and when Buyer 1 elects to pursue any such PCT filings internationally.

{03091176.DOCX:4 }