

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3957721

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR'S SIGNATURE DATE previously recorded on Reel 038976 Frame 0055. Assignor(s) hereby confirms the MERGER.
CONVEYING PARTY DATA	
Name	Execution Date
SANARUS TECHNOLOGIES, LLC	02/06/2016
RECEIVING PARTY DATA	
Name:	SANARUS TECHNOLOGIES, INC.
Street Address:	1249 QUARRY LANE
Internal Address:	SUITE 150
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94566
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6789545
Patent Number:	7128738
Patent Number:	7458379
Patent Number:	7780658
Patent Number:	7976538
Patent Number:	8092448
Patent Number:	7959625
Patent Number:	8597285
CORRESPONDENCE DATA	
Fax Number:	(949)588-6172
<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:	9495886171
Email:	vanessaniven@crockett-crockett.com
Correspondent Name:	CROCKETT & CROCKETT, P.C.
Address Line 1:	6B LIBERTY
Address Line 2:	SUITE 145
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	AA/SANARUS
NAME OF SUBMITTER:	VANESSA NIVEN
SIGNATURE:	/Vanessa Niven/
DATE SIGNED:	07/12/2016
Total Attachments: 9 source=Sanarus_Corrective_Patent_Assignment#page1.tif source=Sanarus_Corrective_Patent_Assignment#page2.tif source=Sanarus_Corrective_Patent_Assignment#page3.tif source=Sanarus_Corrective_Patent_Assignment#page4.tif source=Sanarus_Corrective_Patent_Assignment#page5.tif source=Sanarus_Corrective_Patent_Assignment#page6.tif source=Sanarus_Corrective_Patent_Assignment#page7.tif source=Sanarus_Corrective_Patent_Assignment#page8.tif source=Sanarus_Corrective_Patent_Assignment#page9.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3928612

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	02/06/2014	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANARUS TECHNOLOGIES, LLC	02/04/2016
RECEIVING PARTY DATA		
Name:	SANARUS TECHNOLOGIES, INC.	
Street Address:	1249 QUARRY LANE, SUITE 150	
City:	PLEASANTON	
State/Country:	CALIFORNIA	
Postal Code:	94566	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	6789545	
Patent Number:	7128738	
Patent Number:	7780658	
Patent Number:	7976538	
Patent Number:	8092448	
Patent Number:	7458379	
Patent Number:	7959625	
Patent Number:	8597285	
CORRESPONDENCE DATA		
Fax Number:	(949)588-6172	
<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:	949 588 6171	
Email:	pto@crockett-crockett.com	
Correspondent Name:	CROCKETT & CROCKETT, PC	
Address Line 1:	6B LIBERTY, SUITE 145	
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656	
ATTORNEY DOCKET NUMBER:	AA/SANARUS	
NAME OF SUBMITTER:	MICHELLE CAMPERO	

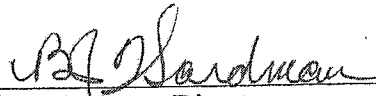
**ACTION BY WRITTEN CONSENT
OF THE DIRECTORS
OF
SANARUS TECHNOLOGIES, INC.
IN LIEU OF SPECIAL MEETING**

The undersigned, constituting all of the Directors of Sanarus Technologies, Inc., a Delaware corporation ("Company"), hereby adopt the following resolution and consent to the actions authorized hereby:

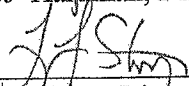
RESOLVED: That the Agreement of Merger (the "Agreement") between Sanarus Technologies, LLC, a California limited liability company (the "LLC") and the Company providing for the merger of the LLC into the Company, whereby the Company will be the surviving entity, hereby is approved in the form attached hereto as Exhibit A, and that the officers of the Company, and each of them individually, hereby are authorized and directed to execute and deliver the Agreement, and to take such other actions necessary or appropriate to effectuate said merger.

This document may be executed in counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of Directors as of February 6, 2014.



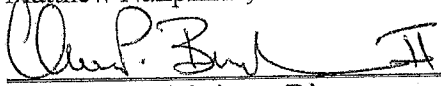
BJ Hardman, Director



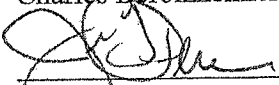
Lee Story, Director



Matthew Nalipinski, Director



Charles Berolzheimer, Director



James Plewa, Director

EXHIBIT A
AGREEMENT OF MERGER

(See Attached)

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (hereinafter called the "*Merger Agreement*") is effective as of February 6, 2014, by and between SANARUS TECHNOLOGIES, LLC, a Delaware limited liability company ("*LLC*"), and SANARUS TECHNOLOGIES, INC., a Delaware corporation ("*Corporation*"). LLC and Corporation are sometimes referred to as the "*Constituent Companies*."

WHEREAS: LLC is the sole shareholder of Corporation; and

WHEREAS: The directors and managers of the Constituent Companies deem it advisable and in the best interests of the Constituent Companies and their respective shareholders and members that LLC merge with and into Corporation upon the terms and conditions herein provided; and

WHEREAS: The parties desire to enter into this Merger Agreement to set forth certain provisions relating to the consummation of such merger, which will effectuate a transfer of property solely in exchange for stock pursuant to and in accordance with the provisions of Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that LLC shall merge into Corporation on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1. Merger. LLC shall be merged with and into Corporation (the "*Merger*"), and Corporation shall be the surviving entity (the "*Surviving Corporation*") effective at 5:00 p.m. (Pacific Daylight Time) on such date as this Merger Agreement, together with all requisite accompanying certificates, shall be filed with the Delaware Secretary of State (the "*Effective Time*").

1.2. Succession. At the Effective Time, Corporation shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of LLC, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3. Transfer of Assets and Liabilities. At the Effective Time, Corporation shall succeed, without other transfer, to all the rights and property of LLC, and Corporation shall be subject to all debts and liabilities of LLC as if Corporation had itself incurred them. All rights of creditors and all liens upon the property of LLC shall be preserved unimpaired, provided that such liens shall be limited to the property affected thereby immediately prior to the Effective Time.

1.4. Capital Stock and Membership Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Companies or their shareholders or members, (i) each of the membership interests of LLC issued and outstanding immediately prior thereto shall be changed and converted into such number of fully paid and

nonassessable shares of the capital stock ("Common Stock") of Corporation as equals two and one half (2.5) times the number of membership units in the LLC owned by each Member immediately before the merger, (ii) each option and warrant for a membership interest in LLC shall be changed and converted into an option or warrant, as the case may be, for the two and one half (2.5) times the number of shares of common stock of the Corporation, and the exercise price shall be accordingly and proportionately reduced, and new option and warrant agreements shall be issued to the option and warrant holders, and (iii) each share of Common Stock of Corporation issued and outstanding immediately prior thereto shall be canceled without consideration and returned to the status of authorized but unissued shares.

1.5. Stock Certificates. Promptly after the Effective Time, Surviving Corporation shall provide to each member of LLC whose membership interest is by the Merger converted into shares of Common Stock of Surviving Corporation share certificates representing the number of shares to which such Member is entitled pursuant to Section 1.4 above.

1.6. Fractional Shares. No fractional shares of the Surviving Corporation's Common Stock shall be issued in connection with the Merger. In lieu of such fractional shares, any holder who would otherwise be entitled to receive a fraction of a share of Common Stock (after separately aggregating all fractional shares of stock issuable to such holder), shall be paid in cash the dollar value (rounded to the nearest whole cent), without interest, of such fractional share(s).

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Corporation in effect at the Effective Time shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.2. Directors. The directors of Corporation immediately preceding the Effective Time shall continue to be the directors of the Surviving Corporation at and after the Effective Time, to serve until the expiration of their terms and until their successors are elected and qualified.

2.3. Officers. The officers of Corporation immediately preceding the Effective Time shall continue to be the officers of the Surviving Corporation at and after the Effective Time, to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1. Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of LLC such deeds and other instruments, and there shall be taken or caused to be taken by LLC such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of LLC and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of LLC or

otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Amendment. At any time, prior to the Effective Time, before or after approval by the members of LLC, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the members of LLC, the principal terms may not be amended without the further approval of the members of LLC) as may be determined in the judgment of the Board of Directors of Corporation and the managers of LLC to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. Conditions to Merger. The obligation of the Constituent Companies to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Companies in its sole discretion to the extent permitted by law):

3.3.1. the Merger shall have been approved by the members of LLC in accordance with applicable provisions of the Corporations Code of the State of Delaware; and

3.3.2. LLC, as sole shareholder of Corporation, shall have approved the Merger in accordance with the Corporations Code of the State of California; and

3.3.3. any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of LLC to be material to consummation of the Merger shall have been obtained.

3.4. Abandonment or Deferral. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Corporation or the managers of LLC or both, notwithstanding the approval of this Merger Agreement by the shareholders of Corporation or the members of LLC, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of Corporation and the managers of LLC, such action would be in the best interest of the Constituent Companies. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Company or its respective directors, managers, members or shareholders with respect thereto, except that LLC shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5. Counterparts. In order to facilitate the filing of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Merger Agreement, having first been fully approved by the Board of Directors of Corporation and by the Managers of LLC, is hereby executed on behalf of each Constituent Company and attested by their respective representatives thereunto duly authorized.

SANARUS TECHNOLOGIES, INC.
a Delaware corporation

By: BJ Hardman
BJ Hardman, CEO

By: Lee Story
Lee Story, Secretary

SANARUS TECHNOLOGIES, LLC
a California limited liability company

By: BJ Hardman
BJ Hardman, Manager

By: Lee Story
Lee Story, Manager

By: Matthew Nalipinski
Matthew Nalipinski, Manager

By: Charles Berolzheimer
Charles Berolzheimer, Manager

By: Troy White
Troy White, Manager