

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4068291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY	02/01/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BEATSTACK AS	
<b>Street Address:</b>	OLAV TRYGGVASON'S GATE 27	
<b>City:</b>	TRONDHEIM	
<b>State/Country:</b>	NORWAY	
<b>Postal Code:</b>	7011	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14565860
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)704-0670	
<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>		
<b>Email:</b>	info@cmblaw.com	
<b>Correspondent Name:</b>	CLAYTON, MCKAY & BAILEY	
<b>Address Line 1:</b>	1155 MT. VERNON HWY.	
<b>Address Line 2:</b>	SUITE 800	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30338	
<b>ATTORNEY DOCKET NUMBER:</b>	GJE.10800	
<b>NAME OF SUBMITTER:</b>	BENJAMIN D. BAILEY	
<b>SIGNATURE:</b>	/Benjamin D. Bailey/	
<b>DATE SIGNED:</b>	09/26/2016	
<b>Total Attachments: 5</b>		
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**PATENT AND PATENT APPLICATION ASSIGNMENT AGREEMENT AND  
GRANT BACK LICENSE**

THIS PATENT AND PATENT APPLICATION ASSIGNMENT AGREEMENT (this "*Agreement*"), dated as of February 1, 2016 (the "*Effective Date*"), is by and between NTNU Technology Transfer AS, a private limited liability company duly registered and validly existing under the laws of Norway, with company registration number 986 251 782, and having its registered address at Sem Saelands vei 14, 7034 Trondheim, Norway (the "*Assignor*"), and Beatstack, AS, a private limited liability company duly registered and validly existing under the laws of Norway, with company registration number 913 849 906, and having its registered address at Nedre Ila 39, 7018 Trondheim, Norway (the "*Assignee*").

**Background**

Assignor is the technology transfer entity of the Norwegian University of Science and Technology ("NTNU"). NTNU has conceived of, participated in the development or reduction to practice of technology, (collectively, the "*Technology*"), which is used, or is intended for use, in wearable articles, mobile devices, and activity applications to receive data from physiological sensors, including but not limited to heart rate monitors (the "*Business*"). It is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to certain patents/patent applications (as defined below), relating to the Technology.

Assignee is a Norwegian company that has been formed to foster the continued growth of the Technology, as well as commercialize and further develop the Technology.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

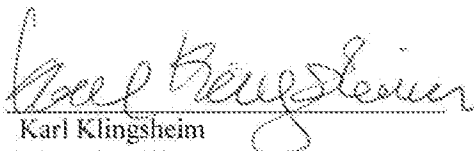
1. **Patents and Patent Applications.** Assignor hereby assigns and transfers to Assignee, and by execution of the patent and patent application assignment attached hereto as Schedule A does transfer and assign, all right, title, and interest in and to the patents and patent applications identified in Schedule A, including all divisions and continuations of such patents and patent applications that may be secured under the laws now or hereafter pertaining thereto in Norway, the United States, or in any other country.
2. As consideration for the assignment set out in the foregoing section 1, the Assignee undertakes to pay to the Assignor [REDACTED]

3.

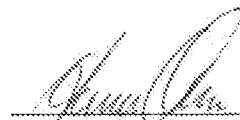
4. **Representations and Warranties.** Assignor represents and warrants that: (i) the Assignor has the power and authority to assign the Patents and Patent Applications in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Technology; (iii) Assignor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (v) Assignor has no obligations to any third party or affiliate (whether by law or by contract) that could in any way prohibit Assignor from assigning the Technology to Assignee. Assignor agrees to immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.
5. **Governing Laws.** This Agreement will be governed by and construed in accordance with the laws of Norway, without giving effect to any choice of law principles. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined only in the Norwegian courts. The Parties hereby (a) submit to the exclusive jurisdiction of the courts of Norway for any law suit or other legal claim or motion arising out of or relating to this Agreement brought by any Party, and (b) irrevocably and unconditionally waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement may not be enforced in or by the above-named courts.
6. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

7. **Cooperation Following the Execution.** Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement. For the sake of clarity, Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Technology, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to Assignor's works and inventions in said Assignee, its successors, or assigns, execute all provisional, non-provisional, divisional, continuation, continuation-in-part, and reissue patent applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper intellectual property protection for the Technology in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.
8. **Entire Agreement:** This Agreement constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

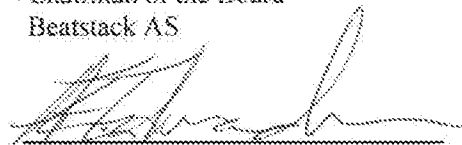
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



Karl Klingsheim  
Managing Director  
NTNU Technology Transfer AS



Lasse Olsen  
Chairman of the Board  
Beatstack AS



Alf Egil Edvardsen  
Board Member  
Beatstack AS

## SCHEDULE A

### PATENT AND PATENT APPLICATION ASSIGNMENT

WHEREAS NTNU Technology Transfer AS, a private limited liability company duly registered and validly existing under the laws of Norway, with company registration number 986 251 782, and having its registered address at Sem Saelands vei 14, 7034 Trondheim, Norway (the "*Assignor*"), have made the multiple inventions identified below:

Patent App. No.	Filing Date	Title
EP14160938.2	20.03.2014	HEALTH RISK INDICATOR DETERMINATION
US14/565,860	10.12.2014	HEALTH RISK INDICATOR DETERMINATION
PCT/EP2015/056025	20.03.2014	HEALTH RISK INDICATOR DETERMINATION

Patent No.	Filing Date	Title

for which the Assignor filed or otherwise owns patent applications for United States Letters Patent or PCT applications on the dates ascribed above; and

WHEREAS, Beatstack, AS, a private limited liability company duly registered and validly existing under the laws of Norway, with company registration number 913 849 906, and having its registered address at Nedre Ila 39, 7018 Trondheim, Norway (the "*Assignee*"), is desirous of securing the entire right, title, and interest in and to these inventions in all countries throughout the world, and in and to the applications and patents ascribed above and any Letters Patent issued or to be issued upon these applications;

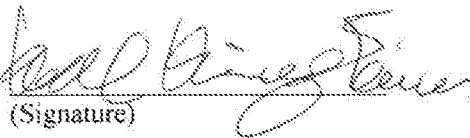
NOW THEREFORE, be it known that the Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, the Assignor's entire right, title, and interest in and to these inventions, these applications, these patents, and all divisions, and continuations thereof, and all Letters Patent which may be granted thereon, and all reissues thereof, and all rights to claim priority in any foreign country on the basis of any of these applications or patents (if any), as well as all rights to claim priority on the basis of these applications in any foreign country, and all applications for Letters Patent which may hereafter be filed for these inventions in any country and all Letters Patent which may be granted on these inventions in any country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

**AND, ASSIGNOR HEREBY** covenants that it has the full right to convey the interest assigned by this Assignment, and the Assignor has not executed and will not execute any agreement in conflict with this Assignment;

**AND, ASSIGNOR HEREBY** further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting these inventions, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to these inventions in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for these inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

**IN WITNESS WHEREOF**, Assignor has executed and delivered this instrument this 1st day of February, 2016.

By:

  
(Signature)

Name: KARL KLINGSHEIM