# 504040071 10/06/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ZACHARY SMITH	10/04/2016

### **RECEIVING PARTY DATA**

Name:	INVOY TECHNOLOGIES, LLC	
Street Address:	72 ARGONAUT, SUITE 140	
City:	ALISO VIEJO	
State/Country:	CALIFORNIA	
Postal Code:	92656	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15156188

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	INVOY.008A	
NAME OF SUBMITTER:	DAVID DREMANN	
SIGNATURE:	/David Dremann/	
DATE SIGNED:	10/06/2016	

### **Total Attachments: 2**

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PATENT 504040071 REEL: 039960 FRAME: 0776

#### PATENT RIGHTS ASSIGNMENT

This Assignment is made and executed this 4th day of 12000 2016, by ZACHARY SMITH, an individual (hereinafter "Assignor"), to and in favor of INVOY TECHNOLOGIES, LLC, an Arizona limited liability company with its principal place of business located at 72 Argonaut, Suite 140 Aliso Viejo, CA 92656 (hereinafter "Assignee").

Whereas Assignor desires to assign its entire right, title and interest in and to an invention generally related to the subject matter set forth in the application entitled "BREATH ANALYSIS SYSTEM, DEVICE AND METHOD EMPLOYING NANOPARTICLE-BASED SENSOR" designated as serial number 15/156,188 (the "Invention"), all patent applications on or covering the Invention, and all patents issuing from the patent applications to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to Assignor;

Accordingly, the parties agree as follows:

- 1. Assignor hereby conveys and assigns to Assignee Assignor's entire right, title and interest, worldwide, in and to the Invention, and to any and all patent applications on or covering the Invention, including but not limited to any provisional applications (including, without limitation, 62/161,872, filed May 14, 2015), PCT applications, and any and all utility, continuation, continuation-in-part, divisional and reissue applications, and including all patents resulting from any of these.
- 2. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to all national filings and counterparts to the patent applications that have been or may be filed within or outside the United States, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on either of the patent applications, further including all continuation, continuation-in-part, divisional and reissue applications, and still further including all patents, inventor's certificates, utility models and reissues based upon or resulting from any of these.
- 3. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the patent applications and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, reissues, inventor's certificates or utility models to issue a patent, reissue, inventor's certificate or utility model based on the patent applications or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.
- 4. Assignor agrees upon request and without further consideration, but at Assignce's expense: (a) to assist Assignee in prosecuting the patent applications and all related applications as described in paragraphs 1 through 3 above, as well as opposition proceedings, reissue

PATENT REEL: 039960 FRAME: 0777 applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the patent applications to enable Assignee to obtain, secure and protect the rights granted under this Assignment; (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the rights granted under this Assignment; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the rights granted under this Assignment.

- 5. Assignee may assign the rights under this Assignment in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.
- 6. Assignor covenants and represents that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

**ZACHARY SMITH** 

Date