

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4100596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOMETRIC HOLDINGS, INC.	07/28/2016
WELLSENSE, INC.	07/28/2016
RECEIVING PARTY DATA	
Name:	OPTICA, INC.
Street Address:	14770 SW 141ST AVENUE
City:	TIGARD
State/Country:	OREGON
Postal Code:	97224
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13731007
Application Number:	13892151
Application Number:	13892166
CORRESPONDENCE DATA	
Fax Number:	(503)796-2900
<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:	503-222-9981
Email:	shouk@schwabe.com
Correspondent Name:	SCHWABE WILLIAMSON & WYATT
Address Line 1:	PACWEST CENTER, SUITE 1900
Address Line 2:	1211 SW FIFTH AVENUE
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	130490-218049
NAME OF SUBMITTER:	SALLY HOUK
SIGNATURE:	/Sally Houk/
DATE SIGNED:	10/17/2016
Total Attachments: 5	
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Assignment of Intellectual Property Rights Agreement ("**Agreement**") is among BioMetric Holdings, Inc., an Oregon corporation ("**BioMetric**"), WellSense, Inc., an Ohio corporation ("**WellSense**"), and Optica, Inc., an Oregon corporation ("**Buyer**"). BioMetric and WellSense are collectively referred to as "**Sellers**".

RECITALS

- A. Contemporaneously with the signing and delivery of this Agreement, Sellers and Buyer are closing an Asset Purchase Agreement (the "**Asset Purchase Agreement**") dated as of the date of this Agreement, pursuant to which Sellers are selling certain assets to Buyer.
- B. Sellers desire to assign to Buyer, and Buyer desires to assume certain obligations of Sellers.

AGREEMENT

SECTION 1 INTELLECTUAL PROPERTY RIGHTS

- 1.1 Definition.** "**Intellectual Property**" means the intellectual property assets described on the attached Schedule 1.1.
- 1.2 Assignment.** Each Seller assigns to Buyer the Seller's entire interest in:
 - (a) the Intellectual Property, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property and proprietary rights in the Intellectual Property;
 - (b) the Seller's goodwill associated with all trademark rights in the Intellectual Property; and
 - (c) any claims, actions, proceedings, damages, liabilities, and expenses of every kind that the Seller may have against or be able to recover from any person, whether known or unknown, resulting from or arising out of the person's infringement of any copyright, patent, or trademark, misappropriation of any trade secret, or violation of any other intellectual or proprietary right of the Seller with respect to the Intellectual Property.
- 1.3 Moral Rights.** Sellers assigns to Buyer any moral rights that Sellers may have in the Intellectual Property, and waives any right to assert any moral rights in any portion of the Intellectual Property.
- 1.4 Perfection.** At the request and expense of Buyer, Sellers will sign such documents and take such actions that Buyer deems reasonably necessary to perfect, protect, and evidence Buyer's rights in the Intellectual Property.
- 1.5 Indemnification.** Sellers will defend and indemnify Buyer for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of any claim that the Intellectual Property infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or

proprietary right of any person, but not to the extent that the claim results from or arises out of:

- (a) Buyer's combination of the Intellectual Property with any service or product not provided by a Seller, where the infringement, misappropriation, or violation would not have occurred but for the combination; or
- (b) Buyer's modification of the Intellectual Property, where the infringement, misappropriation, or violation would not have occurred but for the modification.

SECTION 2 REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers assign the Intellectual Property to Buyer subject to the representations, warranties, disclaimers, and other terms and conditions in the Asset Purchase Agreement.

SECTION 3 GENERAL

- 3.1 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 3.2 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 3.3 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 3.4 Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 3.5 Venue.** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
- 3.6 Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 3.7 Entire Agreement.** This Agreement and the Asset Purchase Agreement contain the entire understanding of the parties regarding the subject matter of this Agreement and the Asset Purchase Agreement and supersede all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement and the Asset Purchase Agreement.

[signature page to follow]

Dated effective: July 28, 2016

Sellers:

BioMetric Holdings, Inc.

A handwritten signature in cursive script, appearing to read "Richard B. Sass", written over a horizontal line.

By: Richard Sass
Its: President

WellSense, Inc.

A handwritten signature in cursive script, appearing to read "Richard B. Sass", written over a horizontal line.

By: Richard Sass
Its: President

Buyer:

Optica, Inc.

A handwritten signature in cursive script, appearing to read "Jane Conner", written over a horizontal line.

By: Jane Conner
Its: President

SCHEDULE 1.1

Intellectual Property

Title	Country	Date Filed	Application No.	Publication No.	Client	Status
P002 ANALYTE SENSOR WITH EXTENDED RANGE OF DETECTION	US	12/29/2012	13/731,007	2013-0172699	WELLSENSE, INC.	Request for Continued Exam due 01/22/16 (initial ddln); final ddln 04/22/2016)
P003 MOBILE ANALYTE MONITORING SYSTEM	US	5/10/2013	13/892,151	2013-0303869	WELLSENSE, INC.	Response to Office Action due 02/01/2016 (1-mo extension); final ddln 04/01/2016
P001 SYSTEMS, METHODS, AND APPARATUSES FOR MONITORING END STAGE RENAL DISEASE	US	5/10/2013	13/892,166	2013-0303865	BIOMETRIC HOLDINGS, INC.	Response to Office Action due 02/11/2016 (2-mo extension); final ddln 03/11/2016