

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4148028

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CORRECTION BY DECLARATION OF ERRONEOUSLY FILED ASSET PURCHASE AGREEMENT AGAINST US PATENT 8827216 previously recorded on Reel 037900 Frame 0860. Assignor(s) hereby confirms the ASSET PURCHASE AGREEMENT.
RESUBMIT DOCUMENT ID:	504017438

CONVEYING PARTY DATA

Name	Execution Date
GARRETT W. BROWN	09/14/2016

RECEIVING PARTY DATA

Name:	GARRETT W. BROWN
Street Address:	515 ADDISON COURT
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19147

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9156154

CORRESPONDENCE DATA

Fax Number: (302)300-3456

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: 302-300-3468

Email: joan.kluger@btlaw.com, jessica.godish@btlaw.com

Correspondent Name: JOAN T. KLUGER

Address Line 1: BARNES & THORNBURG LLP

Address Line 2: 1000 N. WEST STREET, SUITE 1500

Address Line 4: WILMINGTON, DELAWARE 19801

ATTORNEY DOCKET NUMBER:	67434-238818 (4PCTUS)
NAME OF SUBMITTER:	JESSICA L. GODISH
SIGNATURE:	/Jessica L. Godish/
DATE SIGNED:	11/17/2016

Total Attachments: 24

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504017438 09/22/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4064095

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	THIS SUBMISSION IS TO CORRECT AN ERROR MADE IN A PREVIOUSLY RECORDED DOCUMENT THAT ERRONEOUSLY AFFECTS THE IDENTIFIED U.S. PATENT.	
CONVEYING PARTY DATA		
	Name	Execution Date
	GARRETT W. BROWN	09/14/2016
RECEIVING PARTY DATA		
Name:	GARRETT W. BROWN	
Street Address:	515 ADDISON COURT	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19147	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9156154
CORRESPONDENCE DATA		
Fax Number:	(302)300-3456	
<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:	302-300-3468	
Email:	joan.kluger@btlaw.com, jessica.godish@btlaw.com	
Correspondent Name:	JOAN T. KLUGER	
Address Line 1:	BARNES & THORNBURG LLP	
Address Line 2:	1000 N. WEST STREET, SUITE 1500	
Address Line 4:	WILMINGTON, DELAWARE 19801	
ATTORNEY DOCKET NUMBER:	67434-238818 (4PCTUS)	
NAME OF SUBMITTER:	JESSICA L. GODISH	
SIGNATURE:	/Jessica L. Godish/	
DATE SIGNED:	09/22/2016	
Total Attachments: 23		
source=Declaration_of_Garrett_W_Brown_Regarding_Improperly_Recorded_Assignment_US_Patent_9156154#page1.1		
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent No.: 9,156,154
Serial No.: 12/677,179
Issue Date: 13-Oct-2015
Inventor: Garrett W. Brown, *et al*
Title: GIMBAL ASSEMBLY FOR TOOL SUPPORT
Attorney Ref. Nos. 67434-238818; 3014095-0004-PCT-US

**DECLARATION OF GARRETT W. BROWN REGARDING IMPROPERLY
RECORDED ASSIGNMENT**

I, Garrett W. Brown, hereby declares that:

- 1) I am a co-inventor listed on United States Patent 9,156,154 (the '154 patent), which issued from application 12/677,179 (the '179 application).
- 2) I have been and continue to be the sole owner of the '154 patent as will be documented below.
- 3) I have not, at any time, assigned the '154 patent either directly or indirectly to Ekso Bionics, Inc.
- 4) My ownership and the erroneous information previously recorded are evidenced by the following documents and recordings:
 - a) By Assignment document executed by my co-inventor, Anthony D. Sacksteder on August 17, 2010, the aforementioned inventor assigned his rights in the '179 application to Equipois, Inc., which was recorded in the United States Patent and Trademark Office on August 19, 2010 at Reel 024860, Frame 0826. (See Exhibit A.)
 - b) By Assignment document executed on August 9, 2010 and recorded in the United States Patent and Trademark Office on August 19, 2010 at Reel 024860, Frame 0848. (see Exhibit B), Equipois, Inc.: i) acknowledged its right to have ownership of the '179 application assigned to it by inventor Anthony D. Sacksteder; and ii) further assigned its rights in the '179 application, "to the extent it has now or in the future ownership rights in the Invention [the '179 application]" to me, Garrett W. Brown.
 - c) The assignments referenced in 4(a), (b) above, did not include transfers to or from Equipois, LLC or Ekso Bionics, Inc.

Sep. 14. 2016 7:59AM

No. 3011 P. 3

- 5) On February 24, 2016, Ekso Bionics, Inc. recorded an Asset Purchase Agreement dated December 1, 2015 between Equipois, LLC and Ekso Bionics, Inc. against the '154 patent at Reel 037900, Frame 0860, designating the nature of conveyance as an "Asset Purchase Agreement," the conveying party as Equipois, LLC and the receiving party as Ekso Bionics, Inc. (See Exhibit C.)
- 6) The recorded Asset Purchase Agreement has an attachment, in which the '154 patent is listed under the heading that includes "Patents and Applications Licensed to Equipois," and thus does not evidence an assignment of the '154 patent.
- 7) At the time the December 1, 2015 Asset Purchase Agreement was executed, Equipois, LLC did not own the '154 patent as evidenced by the chain of title shown in Exhibits A and B.
- 8) Diederiks & Whitelaw, PLC, the firm recording the Asset Purchase Agreement has been contacted to address the recording but no action has been taken to date.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



Garrett W. BrownDate: Sept 14, 2016

EXHIBIT A

Exhibit A

Page 1 of 2

3009730-0003-PC1

ASSIGNMENT

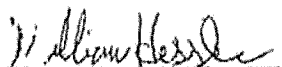
WHEREAS, I, Anthony D. Sacksteder having an address of 645 W Sedgwick St, Philadelphia, PA 19119, (hereinafter referred to as "the Undersigned"), having made an invention entitled GIMBAL ASSEMBLY FOR TOOL SUPPORT, for which the patent applications listed in the attached Schedule have been filed,

WHEREAS, Equipos, Inc., having offices at 6601 Santa Monica Blvd., Los Angeles, CA 90038, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in said invention, said application and all letters patent issuing for said invention,


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Undersigned, intending to be legally bound, does hereby sell, assign and transfer to the Assignee the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said invention, including said patent applications, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries.

It is agreed that the Undersigned shall be legally bound, upon request of the Assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

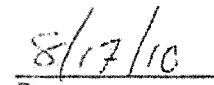
The rights and property herein conveyed by the Undersigned are free and clear of any encumbrance.



 Witness



 Anthony D. Sacksteder



 Date

PH12A (A 3319294_1

Exhibit A
Page 2 of 2**SCHEDULE**
Patent Applications

Country	Serial Number	Title
United States	12/677,179	GIMBAL ASSEMBLY FOR TOOL SUPPORT

PHDATA 3319294_1

EXHIBIT B

Exhibit B

Page 1 of 2

3009730-0003-PCT

ASSIGNMENT

WHEREAS, Equipois, Inc., having offices at 6601 Santa Monica Blvd., Los Angeles, CA 90038, (hereinafter referred to as "the Undersigned"), having the right to have ownership rights assigned to it by inventor Anthony D. Sacksteder, for an invention entitled GIMBAL ASSEMBLY FOR TOOL SUPPORT, for which the patent applications listed in the attached Schedule have been filed (the "Invention").

WHEREAS, Garrett W. Brown, an individual residing at 515 Addison Court, Philadelphia, PA 19147, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in the Invention, the applications and all letters patent issuing for the Invention,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Undersigned, intending to be legally bound, does hereby sell, assign and transfer to the Assignee, to the extent it has now or in the future ownership rights in the Invention as specified above, the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in the Invention, including the patent applications, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on the Invention, and all letters patent and reissues thereof, issuing for the Invention in the United States of America and in any and all foreign countries.

It is agreed that the Undersigned shall be legally bound, upon request of the Assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Undersigned has knowledge or possession, relating to the making and practice of the Invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the Invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

The rights and property herein conveyed by the Undersigned are free and clear of any encumbrance.


Witness

EQUIPOIS, INC.

By: 
Eric W. Golden

8/9/10
Date

PHDATA 3319292_1

Exhibit B

Page 2 of 2

SCHEDULE**Patent Applications**

Country	Serial Number	Title
United States	12/677,179	GIMBAL ASSEMBLY FOR TOOL SUPPORT

PHDATA 3319292_1

EXHIBIT C

Exhibit C

503706709 02/24/2016

PATENT ASSIGNMENT COVER SHEET

EPAS ID: PAT3753350

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EQUIPOIS, LLC	12/01/2015
RECEIVING PARTY DATA		
Name:	EKSO BIONICS, INC.	
Street Address:	1414 HARBOUR WAY SOUTH	
Internal Address:	SUITE 1201	
City:	RICHMOND	
State/Country:	CALIFORNIA	
Postal Code:	94804	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	7325777
	Patent Number:	8827216
	Patent Number:	9156154
CORRESPONDENCE DATA		
Fax Number:	(703)583-8300	
	<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:	703-583-8300	
Email:	mail@dwpatentlaw.com	
Correspondent Name:	DIEDERIKS & WHITELAW, PLC	
Address Line 1:	13885 HEDGEWOOD DR., STE 317	
Address Line 4:	WOODBIDGE, VIRGINIA 22193	
NAME OF SUBMITTER:	EVERETT G. DIEDERIKS, JR.	
SIGNATURE:	/Everett G. Diederiks, Jr./	
DATE SIGNED:	02/24/2016	
Total Attachments: 12		
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PATENT
PATENT
 RFFI: 037900 NAME: 0860
 REEL: 040364 FRAME: 0964

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[EXECUTION VERSION]

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 1, 2015, is by and among Ekso Bionics Holdings, Inc., a Nevada Corporation ("EBHI"), Ekso Bionics, Inc., a Delaware corporation ("Buyer"), Equipois, LLC a New Hampshire limited liability company ("Seller"), and Allard Nazarian Group, Inc., a New Hampshire corporation, d/b/a Granite State Manufacturing ("Parent"). Buyer, EBHI, Seller and Parent are collectively referred to herein as the "Parties" and each as a "Party."

RECITALS

WHEREAS, Seller is in the business of manufacturing and selling mechanical balance and support arms and systems based on such arms (the "Business"); and

WHEREAS, Buyer wishes to purchase or acquire from Seller, and Seller wishes to sell, assign and transfer to Buyer all of the Acquired Assets in exchange for the Purchase Price set forth herein, which represents reasonably equivalent value therefor, and upon the other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, the Parties agree as follows:

ARTICLE I**DEFINITIONS**

1.01 Definitions. For purposes of this Agreement and any Exhibit or Schedule hereto, the following terms shall have the meanings ascribed to them below:

"Action" means any claim, action, suit, audit, examination, proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation.

"Affiliate(s)" means, with respect to any Person, any other Person (i) directly or indirectly controlling, controlled by, or under common control with, such Person, (ii) directly or indirectly owning or holding fifty percent (50%) or more of any equity interest in such Person, or (iii) fifty percent (50%) or more of whose voting stock or other equity interest is directly or indirectly owned or held by such Person; provided, that "Affiliate" shall not include any natural Persons in their capacity as an officer or director of any Person. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and under "common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Brown License Agreement" means that certain Agreement, dated August 24, 2006, by and between Garrett Brown and Imagility Inc., as amended by that certain Amendment to License Agreement, effective March 30, 2007, by and between Garrett Brown and EQH Limited Inc. (f/k/a Equipois Inc.), as assignee of all rights and obligations of Imagility Inc., as further amended by that certain Amendment to License Agreement, dated August 10, 2007, by and between Garrett Brown and EQH Limited Inc. (f/k/a Equipois Inc.), and as further amended by that certain Consent to Assignment and Estoppel, dated August 30, 2013 by and between Garrett Brown and Seller, as the same may be amended from time to time.

"Encumbrance" means any mortgage, pledge, security interest, lien, reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other similar title exception or encumbrance.

"Environmental Laws" means all federal, state or local Laws relating to the environment (including the pollution or protection thereof), the preservation or reclamation of natural resources, or public health and safety, each as amended.

"Excluded Contracts" means the Contracts that are not Assumed Contracts, including, but not limited to, the Talem Manufacturing Agreement, the Seller Distributor Agreements, accepted but unfulfilled orders in place before the Closing, and subsequent Distributor orders as described in 6.01.

"Excluded Taxes" means (i) any liability of Seller for Taxes, whether or not attributable to the Business or the Acquired Assets, and whether or not arising from or related to the transactions contemplated by this Agreement, except to the extent that Buyer is responsible for such Taxes pursuant to Section 6.09(a) herein, and (ii) any liability for Taxes attributable to the Business or the Acquired Assets that relate to any Tax period (or portion thereof) ending on or before the Closing Date.

"Exploit" or "Exploitation" means, with respect to any product, invention, intellectual property, asset or property, to disclose, manufacture, produce, import, use, operate, research, design, develop, perform animal, clinical or other testing, perform quality assurance testing, commercialize, revise, repair, register, maintain, modify, enhance, upgrade, prepare derivative works, seek regulatory concurrences or approvals, package, label, improve, formulate, export, transport, distribute, promote, market, advertise, sell, have sold, offer for sale or license such product, invention, intellectual property, asset or property, to have another Person do any of the same.

"GAAP" means United States generally accepted accounting principles as in effect from time-to-time, consistently applied.

"Governmental Authority" means any government, any governmental entity, department, commission, board, agency, authority or instrumentality, any regulatory authority or body, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, local, foreign or multinational.

"Indebtedness" means, with respect to Seller and the Business, all (i) indebtedness for money borrowed from other Persons (whether or not Affiliates), (ii) indebtedness evidenced by any note, bond, debenture or other debt security or instrument, (iii) purchase money indebtedness, (iv) obligations for or in respect of the deferred purchase price of services, and reimbursement obligations with respect to letters of credit, (v) obligations under any interest rate, currency or other hedging agreements, (vi) all interest expense accrued but unpaid, and all prepayment premiums and penalties, on or relating to any of such indebtedness, (vii) that portion of obligations with respect to capitalized leases that is properly classified as a liability on the consolidated balance sheet of such Person, and (viii) any obligations of any other Person of a type referred to in clauses (i) – (vii) to the extent guaranteed by such Person.

"Information" means any and all know-how and information, Trade Secrets, manufacturing processes, general processes and systems, and other technical and marketing information related to the Acquired Assets or the operation of the Business (whether or not confidential, proprietary, patented or patentable), and all tangible embodiments of any of the foregoing in written, electronic or any other form.

"Intellectual Property" means (i) all Patents, (ii) all Trademarks, (iii) all Copyrights, (iv) all Trade Secrets, (v) all other recognizable equivalent intellectual property rights, and (vi) all copies and

tangible embodiments of the foregoing, in each case whether arising under the laws of the United States or any jurisdiction worldwide.

"Known to Seller," "to the Knowledge of Seller" or "to Seller's Knowledge" means the actual knowledge of John R. Allard, Glenn Lawton, Dave Sheridan and Lee Waples, and the knowledge that each such person would have reasonably obtained after making due and appropriate inquiry with respect to the particular matter in question.

"Law" means any federal, state, county, provincial, local, foreign or multinational law, statute, ordinance, rule, regulation, guidance, procedure or guideline.

"Material Adverse Effect" means any event, change, circumstance, condition, development, or effect that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the (i) the assets, liabilities, prospects, condition (financial or otherwise) or the results of operations of Seller or the Business, (ii) the value of the Acquired Assets or the Business, or (iii) the ability of Seller to perform its obligations under this Agreement and/or consummate the transactions contemplated hereby.

"Order" means any order, writ, judgment, injunction, award or decree of any Governmental Authority.

"Patents" means all discoveries, innovations, inventions and all improvements thereto and all classes and types of patents granted by a Governmental Authority, including utility models, utility patents and design patents, and all patent applications therefor, and patent disclosures relating thereto, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority or other entity.

"Product Liability" means Damages to the extent such arise out of a breach of any express or implied product warranty, strict liability in tort, negligent design, testing or manufacture of product, negligent provision of services, product recall or any other allegation of liability or obligation arising from the design, manufacture, testing, packaging, labeling (including instructions for use), advertising, marketing, distribution or sale of any Product.

"Product Specifications" means any and all Information that is germane or related to, or which provides guidance or instructions as to the design, development, manufacture, repair, enhancement, commercialization, marketing, sale, labeling, distribution and/or testing of, the Products and, as applicable, the Acquired Assets, and all copies and tangible embodiments of the foregoing (in whatever form or medium).

"Records" means and includes all of the following records of Seller relating to any Product, Acquired Asset or the Business (in each case whether such records are evidenced in writing, electronically or otherwise and in each case whether such records relate to the Business operated by Seller or records of the Business as operated by the predecessor owner, EQH Limited Inc. (f/k/a Equipois Inc.), a Delaware corporation): (i) all company records (including Seller's limited liability company record book); (ii) all records related to this Agreement and the transactions contemplated hereby; (iii) all business records (including purchasing records and regulatory compliance records); (iv) risk management records; (v) documents, correspondence, studies, reports and all other books, ledgers, files and records of every kind; (vi) tangible data; (vii) all vendor, supplier and service provider lists (including a description of the underlying commercial agreements or arrangements with such vendors, suppliers or service

methodologies whether or not patentable or reduced to practice and other confidential business information. Until such time as any particular Patent has been published in accordance with the terms of a Patent application or such Patent application has been published, the term "Trade Secret" shall be deemed to include all Disclosures of Inventions disclosed in such Patent application.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE AMEX, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

"Transfer Agent" means VStock Transfer, LLC, the transfer agent for the Common Stock.

"Treasury Regulations" means the U.S. treasury regulations promulgated pursuant to the Code.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Board of Directors of EBHI and reasonably acceptable to the Seller, the fees and expenses of which shall be shared equally by EBHI and the Seller.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES; PURCHASE PRICE

2.01 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer and EBHI, and Buyer and EBHI shall purchase, assume and acquire from Seller, free and clear of all Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights, wherever located and whether now existing or hereafter acquired (other than the Excluded Assets) specifically listed below, which relate to, or are used or held for use in connection with, the Business (collectively, the "Acquired Assets"):

- (a) all products developed, manufactured or sold by Seller, including the products listed in Schedule 2.01(a) (collectively, the "Products");
- (b) all Business Intellectual Property;
- (c) all Records;
- (d) the Brown License Agreement and the Talem License Agreement, and all rights under each of them (the "Assumed Contracts");

(e) all furniture, fixtures, equipment, machinery, tools, supplies and other tangible personal property, including the tangible personal property listed on Schedule 2.01(e), owned by Seller (including that located at premises owned or controlled by third parties (collectively, the "Tangible Personal Property");

(f) all transferable licenses, permits, orders, franchises, certificates and other governmental authorizations, consents, rights, concurrences, exemptions, clearances, registrations and approvals issued by and declarations, registrations and filings with any Governmental Authority (collectively, the "Permits"), including, without limitation, those listed on Schedule 2.01(f);

(g) all income, royalties, damages and payments due or payable following the Closing Date relating to any of the Business Intellectual Property, including damages and payments for past, present or future infringement, misappropriation, dilution or other violation thereof, the right to sue, recover and retain damages for past, present or future infringement, misappropriation, dilution or other violation thereof, and any and all corresponding rights that, now or hereafter, may be secured;

(h) all rights to defend against claims made that any rights conveyed to Buyer to the Business Intellectual Property infringes, misappropriates, dilutes or otherwise violates the intellectual property rights of any Person;

(i) all rights to prosecute all Patent applications and maintain all Patents included in the Business Intellectual Property;

(j) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Acquired Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(k) all of Seller's rights under warranties, guarantees, indemnities and all similar rights against third parties to the extent related to any Acquired Assets; and

(l) all goodwill, moral rights and other general intangible properties and assets of the Business, including those assets and properties listed on Schedule 2.01(m).

EBHI may assign its rights to acquire the Acquired Assets to Buyer.

2.02 Excluded Assets. Anything herein to the contrary notwithstanding, Buyer shall not acquire any interest in the following assets of Seller, all of which shall be retained by Seller (collectively, the "Excluded Assets") and shall be excluded from the definition of Acquired Assets:

(a) all trade and other accounts receivable and notes and loans receivable that are payable to Seller, and all rights to unbilled amounts for products delivered or services provided as of the Closing, or as provided subsequent to the Closing pursuant to an Excluded Contract, together with any security held by Seller for the payment thereof;

(b) all finished Products, goods inventory and work-in-process and any and all related components, labeling, packaging or other materials or supplies;

(c) all real property, whether owned or leased;

other Laws relating to labor relations, equal employment opportunities, fair employment practices, prohibited discrimination and other similar employment activities.

4.11 Taxes.

(a) Each of Seller and Seller Affiliates has timely filed all Tax Returns that it was required to file. All such Tax Returns are true, correct and complete in all material respects. All Taxes owed by Seller (whether or not shown or required to be shown on any Tax Return) have been timely paid. There is no Tax deficiency or proposed Tax deficiency of any Person that could result in an Encumbrance on any of the Acquired Assets or in a claim against Buyer as transferee or owner of the Acquired Assets. Seller has collected and remitted all Taxes as required by each local jurisdiction in which it does business. No claim has ever been made by a Taxing Authority in a jurisdiction where Seller or any Seller Affiliate does not file Tax Returns that it is or may be subject to taxation by that jurisdiction with respect to any of the Acquired Assets or the Business. There are no Encumbrances on any of the Acquired Assets that arose in connection with any failure (or alleged failure) to pay any Tax and, to Seller's Knowledge, there is no proposal by any Taxing Authority to attach any such Encumbrances.

(b) Each of Seller and Seller Affiliates has timely withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party relating to any of the Acquired Assets or the Business.

(c) There is no dispute or claim concerning any liability of Seller for Taxes either (i) claimed or raised by any Taxing Authority or (ii) as to which Seller, any Seller Affiliate or any of the directors and officers (or employees responsible for Tax matters) of Seller has knowledge based upon personal contact with any agent of such Taxing Authority.

(d) Neither Seller nor any Seller Affiliate has waived (or is subject to a waiver of) any statute of limitations in respect of Taxes or agreed (or is subject to an agreement) to extend the time with respect to a Tax assessment or deficiency.

4.12 Intellectual Property.

(a) Owned Intellectual Property. Schedule 4.12(a) sets forth a complete and correct list (including application number, registration number or equivalent identifying information, where applicable) of all Intellectual Property (other than Trade Secrets), owned by Seller or any Seller Affiliate used in connection with the Business (the foregoing, together with all Trade Secrets owned by Seller or any Seller Affiliate used in connection with the Business, is referred to collectively as "Owned Intellectual Property"). With respect to each application and registration identified on Schedule 4.12(a), (i) Seller is listed in the records of the appropriate United States, state or non-U.S. registry as the sole current owner of record thereof, and (ii) Seller is in compliance in all material respects with all legal requirements pertaining to the timely payment of filing, examination and maintenance fees, as well as timely post-registration filing of affidavits of use, incontestability and renewal applications with respect thereto. With respect to Trademarks for which a registration has been issued or application for registration has been filed (collectively "Registered Marks"), except as specifically set forth in Schedule 4.12(a), each of the Registered Marks listed in Schedule 4.12(a) has been, since the date of application, and continues to be, used in the applicable country of registration or application on all of the goods or in connection with all of the services identified in the applicable registration, application, or affidavit or statement of use filed in the appropriate trademark office with respect thereto.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

SELLER:

EQUIPOIS, LLC

By: *J. Allard*
Name: John R. Allard
Title: Manager

PARENT:

ALLARD NAZARIAN GROUP, INC.

By: *J. Allard*
Name: JOHN R. ALLARD
Title: CHAIRMAN & CEO

BUYER:

Ekso Bionics, Inc.

By: _____
Name:
Title:

EBHI:

Ekso Bionics Holdings, Inc.

By: _____
Name:
Title:

(Signature Page to Asset Purchase Agreement)

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

SELLER:

EQUIPOIS, LLC

By: _____
Name: John R. Allard
Title: Manager

PARENT:

ALLARD NAZARIAN GROUP, INC.

By: _____
Name:
Title:

BUYER:

Ekso Bionics, Inc.

By: Max Scheder-Bleschin
Name: Max Scheder-Bleschin
Title: Chief Financial Officer

EBHI:

Ekso Bionics Holdings, Inc.

By: Max Scheder-Bleschin
Name: Max Scheder-Bleschin
Title: Chief Financial Officer

[Signature Page to Asset Purchase Agreement]

Schedule 4.12(a) Owned Intellectual Property

See attached Intellectual Property Status Report for patents and trademarks identified as owned by Seller.

Equipois, LLC
Intellectual Property Status Report

Patents Owned by Equipois LLC.

COUNTRY	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
PORTABLE ARTICULATING TOOL SUPPORT						
UNITED STATES	97088	2/18/2005	11/060,612	2/5/2008	7,325,777	ISSUED
CANADA	97087	2/18/2005	2,497,753	1/13/2015	2,497,753	ISSUED

Patents and Applications Licensed to Equipois and Maintained by Equipois

COUNTRY	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
APPARATUS FOR HAND CONTROL, PRESSURE AMPLIFICATION AND STABILIZATION OF MEDICAL AND INDUSTRIAL DEVICES						
UNITED STATES	3009730-0021-R	10/3/2006	11/538,298	1/1/2013	8,342,467	ISSUED

ARTICULATED HUMAN ARM SUPPORT

UNITED STATES	3009730-0001-P	8/30/2007	60/968,974			FILED NONPROV
AUSTRALIA*	3009730-0001-PCT-AU	8/28/2008	2008293511			PENDING
CANADA*	3009730-0001-PCT-CA	8/28/2008	2,697,600			PENDING
EUROPEAN PATENT *	3009730-0001-PCT-EP	8/28/2008	08828140.7			PUBLISHED
INDIA**	3009730-0001-PCT-IN	8/28/2008	579/MUMNP/2010			PUBLISHED
JAPAN*	3009730-0001-PCT-JP	8/28/2008	2010-523123			PENDING
WIPO	3009730-0001-PCT	8/28/2008	PCT/US2008/074554			NAT PHASE
UNITED STATES	3009730-0001-PCT-US	2/23/2010	12/674,731	12/8/15	9,204,730	TO ISSUE

*Japan is maintaining **There has been no activity on this application yet.

COUNTRY	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
BIASED HINGE FOR EQUIPOISING SUPPORT EQUIPMENT						
EUROPEAN PATENT	3009730-0006-PCT-EP	3/11/2008	08731892.9			ABANDONED.
WIPO	3009730-0006-PCT1	3/11/2008	PCT/US2008/056511			NAT PHASE
UNITED STATES	3009730-0006-P	9/30/2008	61/101,406			EXPIRED
UNITED STATES	3009730-0006-PCT-US	9/4/2009	12/530,023			ABANDONED
AUSTRALIA	3009730-0006-PCT2-	9/29/2009	2009298701			ABANDONED
CANADA	3009730-0006-PCT2-	9/29/2009	2,737,285			PENDING
EUROPEAN PATENT	3009730-0006-PCT2-	9/29/2009	09818373.4	2/28/2013	2344806	ISSUED
FRANCE					2344806	ISSUED
GERMANY					602009014553.3	ISSUED
GREAT BRITAIN					2344806	ISSUED
JAPAN	3009730-0006-PCT2-	9/29/2009	2011-529348			ABANDONED 10/29/13
UNITED STATES	3009730-0006-PCT-	9/29/2009	12/569,498		8,801,319	ISSUED
WIPO	3009730-0006-PCT2	9/29/2009	PCT/US2009/058783			NAT PHASE
UNITED STATES	0096325-0032-P	1/7/2008	61/019,350			FILED NONPROV
UNITED STATES		6/27/2014	14/318,014			PUBLISHED
EXOSKELETON INTERFACE						
UNITED STATES	3009730-0017-P	5/6/2011	61/483,386			FILED NONPROV.
WIPO	3009730-0017-PCT	5/4/2012	PCT/US2012/036581			NATIONAL PHASE
UNITED STATES	3009730-0017-PCT-US	11/5/13	14/115,684			PUBLISHED
LOAD AND TORQUE RESISTANT CALIPER EXOSKELETON						
UNITED STATES	3009730-0024-P	1/11/2012	61/585,424			FILED NONPROV.
WIPO	3009730-0024-PCT	1/10/2013	PCT/US2013/020974			NAT PHASE
UNITED STATES	3009730-0024-PCT-US	9/26/2014	14/371,334	8/4/2015	9,095,981	ISSUED

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>SERIAL#</u>	<u>ISSUED</u>	<u>PATENT#</u>	<u>STATUS</u>
MULTI-ARM GIMBAL						
UNITED STATES	3009730-0012-P	8/26/2010	61/577,312			FILED NONPROV.
UNITED STATES	3009730-0012-R	8/25/2011	13/217,772			PUBLISHED
WIPO	3009730-0012-PCT	8/25/2011	PCT/US2011/049104			NAT PHASE
REMOVABLE GIMBAL FOR TOOL SUPPORT & CONCENTRIC RING GIMBAL SUPPORT SYSTEM						
UNITED STATES	3009730-0003-P	9/17/2007	60/972,979			FILED NONPROV.
CANADA	3009730-0003-PCT-CA	9/13/2008	2,699,293			PENDING
EUROPEAN PATENT	3009730-0003-PCT-EP	9/13/2008	08799533.8			PUBLISHED
WIPO	3009730-0003-PCT	9/13/2008	PCT/US2008/076331			NAT PHASE
CANADA	3009730-0003-PCT-	3/17/2009	2,699,080			PENDING
EUROPEAN PATENT	3009730-0003-PCT-	3/17/2009	09813385.3			PUBLISHED
WIPO	3009730-0003-PCT-	3/17/2009	PCT/US2009/037384			NAT PHASE
UNITED STATES	3009730-0003-PCT-	3/9/2010	12/677,177	9/9/2014	8,627,216	ISSUED
UNITED STATES	3009730-0003-PCT-US	3/9/2010	12/677,179	10/13/15	9,156,154	ISSUED
UNITED STATES	3009730-0003-PCT-CON- US	9/4/15	14/846,173			PENDING
STANDING SUPPORT SYSTEM						
UNITED STATES	3009730-0018-P	6/29/2011	61/502,562			FILED NONPROV.
WIPO	3009730-0018-PCT	6/26/2012	PCT/US2012/044242			ABANDONED 12/19/13