

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHRIS TREHAN	11/23/2016
RECEIVING PARTY DATA		
Name:	MICHELLE SILVERSTEIN BISNOFF	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9313609
CORRESPONDENCE DATA		
Fax Number:	(858)314-1501	
<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>		
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Email:	mzamudio@mintz.com	
Correspondent Name:	ANDREW D. SKALE, ESQ.	
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ATTORNEY DOCKET NUMBER:	52151-500 #2	
NAME OF SUBMITTER:	ANDREW D. SKALE, ESQ.	
SIGNATURE:	/Andrew D Skale/	
DATE SIGNED:	01/27/2017	
Total Attachments: 3		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement (*Agreement*) is executed as of 23 November 2016 by Esos Inc. (*Assignee*), a corporation registered in Delaware, and PIL Inc., a corporation registered in Delaware (*Assignor*).

1. RECITALS

- (1) Assignor personally owns a patent that covers smart ring technology and is the first patent to be granted in the smart ring industry.
- (2) Assignor seeks to assign to Assignee and Assignee seeks to be assigned the Patent for good and valuable consideration.

2. ASSIGNMENT

- 2.1 Assignor hereby assigns to Assignee all right, title, and interest in and to the Patent, and any inventions disclosed in the Patent, for good and valuable consideration of \$35,000. The assignment includes:

- (a) in respect of any and each application in relation to the Patent: (i) the right to claim priority from and to prosecute and obtain grant of patent; and (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world the Patent, and each and any of the applications comprised in the Patent or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, the Patent or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the date of this assignment.

- 2.2 ***Patent*** means all interest held by Assignor in the patent filed with the United States Patent and Trademark Office on 28 December 2012 and issued on 12 April 2016 with patent number 9,313,609, including all continuations in part filed in relation to the patent, and the European Patent Office patent


applications related to the United States patent and with the priority date of the United States patent application.

3. MISCELLANEOUS

- 3.1 **Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 3.2 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by both parties.
- 3.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Agreement or by law is only effective if it is in writing.
- 3.4 **Remedies.** Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 3.5 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.6 **Notices.** A notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by email to the other party at the email addresses set out below. Delivery of notice takes place when the email is sent by the sending party. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 3.7 **Severability.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed from the Agreement. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 3.8 **Counterparts.** The Agreement may be executed electronically in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart by email in PDF form shall take effect as delivery of an executed counterpart of the Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

- 3.9 **Third party rights.** No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 3.10 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.11 **Inadequacy of damages.** Without prejudice to any other rights or remedies that the other party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Agreement by them. Accordingly, each party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Agreement.
- 3.12 **Governing law and jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of California. Each party irrevocably agrees that the courts of California shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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



Esos Inc.

By: Michelle Silverstein Bisnoff
Title: Chairwoman & COO



PIL Inc.

By: Chris Trehan
Title: Director