

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GARY A. HAYTER	06/23/2016
TIMOTHY C. DUNN	06/29/2016
NATHAN CROUTHER	06/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ABBOTT DIABETES CARE INC.
<b>Street Address:</b>	1420 HARBOR BAY PARKWAY
<b>City:</b>	ALAMEDA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94502
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62191262
<b>Application Number:</b>	15206095
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Phone:</b>	9495022870
<b>Email:</b>	AFredericks@onellp.com
<b>Correspondent Name:</b>	MARK STIRRAT
<b>Address Line 1:</b>	4000 MACARTHUR BLVD.
<b>Address Line 2:</b>	EAST TOWER, SUITE 500
<b>Address Line 4:</b>	NEWPORT BEACH, CALIFORNIA 92660
<b>ATTORNEY DOCKET NUMBER:</b>	A0130.0134_1
<b>NAME OF SUBMITTER:</b>	MARK STIRRAT, REG. NO. 50,756
<b>SIGNATURE:</b>	/MARK STIRRAT/
<b>DATE SIGNED:</b>	01/19/2018
<b>Total Attachments: 6</b>	
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source=12663USL1\_A130\_0134\_P1\_Assignment#page6.tif

## **ASSIGNMENT**

WHEREAS, **GARY A. HAYTER**, resident of Oakland, CA, **TIMOTHY C. DUNN**, resident of San Francisco, CA, and **NATHAN CROUTHER**, resident of San Francisco, CA, respectively (referred to collectively herein as "ASSIGNORS" and individually as "ASSIGNOR") are each a named inventor of the invention entitled **SYSTEMS, DEVICES, AND METHODS FOR MONITORING GLYCEMIC IMPACT OF MEALS** (the "INVENTION"), for which a provisional patent application was filed on July 10, 2015, and assigned U.S. Provisional Patent Application Serial No. 62/191,262 (the "APPLICATION");

WHEREAS, ASSIGNORS have received or assigned certain rights in the above-identified INVENTION and APPLICATION;

WHEREAS, **ABBOTT DIABETES CARE INC.**, a Corporation, having a registered office at 1420 Harbor Bay Parkway, Alameda, CA 94502 ("ASSIGNEE") is desirous of obtaining above-referenced ASSIGNORS' entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to ASSIGNORS, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the INVENTION and APPLICATION, including, without limitation: all right, title and interest in, to, and under any United States provisional or non-provisional application claiming or embodying the INVENTION and any other United States application claiming priority under 35 U.S.C. § 119(e) to a provisional application claiming or embodying the INVENTION, or converted therefrom, and to any application claiming the benefit under 35 U.S.C. § 120 of a non-provisional application claiming or embodying the INVENTION, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; all right, title and interest in, to, and under any application for industrial property protection, including all applications for patents, utility models, and designs, which may have been previously filed or may hereafter be filed for the INVENTION in any country or international organization, together with the right to file such applications and the right to claim for the same the priority rights derived from any prior application for the INVENTION under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, Paris Treaty, Patent Cooperation Treaty, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; all right, title and interest in, to, and under any form of industrial property protection, including patents, utility models, inventors' certificates and designs, which may be granted for the invention in any country or international organization and all extensions, renewals and reissues thereof; and all causes of action and enforcement rights of any kind under, or on account of, the APPLICATION or of any future patents that are subject to the assignment, including all rights to seek and obtain remedies of any kind for any past, current and future infringement, including any

damages that have accrued to ASSIGNORS in the past or that may accrue in the future and any injunctive relief, all of the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS had this sale and assignment not been made;

And each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that, upon ASSIGNEE's request, said ASSIGNOR shall execute all documents and instruments prepared by ASSIGNEE, and shall do all lawful acts, in each case as may be reasonably necessary to perfect ASSIGNEE's right, title, and interest in and to the INVENTION and APPLICATION and recordation thereof;

And ASSIGNORS hereby authorize and request the United States Patent and Trademark Office, and any office and official of any country or international organization, whose duty it is to issue patents or other evidence or forms of intellectual or industrial property protection, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each and every ASSIGNOR, in his or her individual capacity, hereby covenants and agrees that said ASSIGNOR have the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each and every ASSIGNOR, in his or her individual capacity, hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number for each and every subsequently filed application that falls within the scope of this ASSIGNMENT:

Serial No:

Filing Date:

In witness whereof, each inventor has affixed his or her signature:

23 June 2016  
Date

  
GARY A. HAYTER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Alameda

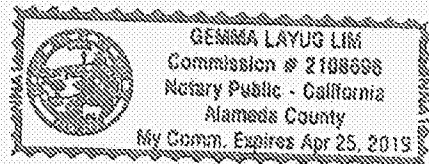
On 23 June 2016 before me, Gemma Layug Lim  
(insert name and title of the officer)

personally appeared GARY A. HAYTER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



29 Jun 16  
Date

*Timothy C. Dunn*  
TIMOTHY C. DUNN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

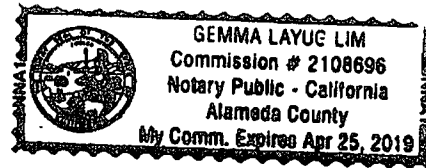
On 29 June 2016 before me, *Gemma Layug Lim*  
(insert name and title of the officer)

personally appeared **TIMOTHY C. DUNN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gemma Layug Lim* (Seal)



29 June 2016  
Date

*Nathan Crouter*  
NATHAN CROUTHER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

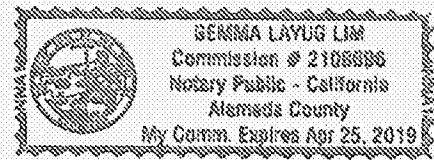
On 29 June 2016 before me, *Gemma Layug Lim*  
(insert name and title of the officer)

personally appeared **NATHAN CROUTHER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gemma Layug Lim* (Seal)



Patent  
One LLP Ref. A0130.0134.P1  
ADC Ref. 12663USL1

ASSIGNEE



\_\_\_\_\_  
Mark Stirrat  
Partner, One LLP  
On behalf of Abbott Diabetes Care Inc.

*June 29, 2016*

\_\_\_\_\_  
Date