504803093 03/04/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4849825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SHAMUS HUSHEER	01/15/2016

RECEIVING PARTY DATA

Name:	HEARTFELT TECHNOLOGIES LIMITED	
Street Address:	21 THE HOMING	
City:	CAMBRIDGE	
State/Country:	GREAT BRITAIN	
Postal Code:	CBS 8SD	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15757364

CORRESPONDENCE DATA

Fax Number: (866)913-3501

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: 866-913-3499

Email: kflanagan@symbus.com

Correspondent Name: SYMBUS LAW GROUP, LLC CLIFF HYRA

Address Line 1: 11710 PLAZA AMERICA DRIVE

Address Line 2: **SUITE 2000**

Address Line 4: RESTON, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	P.US.031075
NAME OF SUBMITTER:	CLIFFORD D. HYRA
SIGNATURE:	/Cliff Hyra/
DATE SIGNED:	03/04/2018

Total Attachments: 2

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> **PATENT REEL: 045100 FRAME: 0723**

504803093

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

THIS AGREEMENT is made the 15th day of January 2016

PARTIES

- Shamus Husheer of 2 Hardy Court, Chaucer Grove, Borehamwood WD6 2FL ("the Assignor") and
- Heartfelt Technologies Limited, a company incorporated in England and Wales with company registration number 09821983 and with its registered address at 21 The Homing, Cambridge, CB5 8SD (the "Company")

RECITAL:

The Assignor may own certain Intellectual Property Rights which have been created or developed by Assignor during the course of his work relating to the Company (whether prior to and after its incorporation and whether as a director, contractor, consultant or otherwise), and to the extent that Assignor rather than the Company owns such Intellectual Property Rights, Assignor wishes to assign such Intellectual Property Rights to the Company.

IT IS AGREED AS FOLLOWS:

1. Definition

"Field" means either collectively or individually both 1) physiological monitoring by means of machine vision; and 2) the monitoring of heart failure generally;

"Intellectual Property Rights" shall include the Patent(s) and any and all other industrial and intellectual property rights of the Assignor in the Field, including, without limitation, any rights in or to any patents, inventions, know how trade marks, designs, databases, confidential information, copyright and all other related rights or rights of like nature in any country in any Technology (as defined below) created or developed by the Assignor in whatever capacity, whether before or after incorporation of the Company, whether registered or unregistered and including all rights to apply for, prosecute and maintain any registrations thereof;

"Patent(s)" shall mean patent application the brief particulars of which are set out in the Schedule hereto; and

"Technology" shall mean any methods, techniques, discoveries, inventions (whether patentable or not), formulae, specifications, plans, drawings, computer programs, technical information, designs, data, know-how and other information, any materials relating to any of the foregoing and any documents or records in any form or held in any way (including any disc, tape or other medium) containing or recording any of the foregoing relating to the Field.

2. Assignment

2.1 In consideration of the sum of £1 (receipt of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee to the Company all his rights, title and interest in and to the Intellectual Property Rights and the Technology, together with all the Assignor's rights and powers arising or accrued therefrom including, without limitation, the rights in its own name to apply for, prosecute, maintain and claim priority from any registration of any of the Intellectual Property Rights anywhere in the world and to seek and enforce injunctions and to sue for and obtain damages and to any other relief or remedies in respect of any infringement (whether past, present or future) of any of the Intellectual Property Rights.

2

PATENT REEL: 045100 FRAME: 0724

3. **Further Assurance**

3.1 For further securing to the Company the rights hereby assigned, the Assignor covenants with the Company that it will, at the request and expense of the Company, do all such further things and execute all such further instruments as the Company may from time to time require for the purpose of confirming the Company's said rights in any part of the world.

4. Warranty

- The Assignor warrants to the Company as follows:-4.1
 - 4.1.1 that it is not prevented in any way from making this Assignment; and
 - 4.1.2 that it has not previously licensed or assigned the Intellectual Property Rights nor given any person any licence or permission to use the Technology.
- 5. This Assignment shall be subject to English law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have executed this deed the day and year first above written

SIGNED AS A DEED by the Assignor

In the presence of the following person, as witness STEPHEN GAMSTUA LONG MEADON HOUSE MILL LANE SWAFFHAM BULBELL CB25 ONF

Name:

Address:

Occupation:

Witness signature:

SIGNED AS A DEED for and on behalf of Heartfelt Technology Limited

ALLOUNTAN

Director/Secretary

SCHEDULE - The Patent Application

UK patent application No. 1515634.2, titled "Method and apparatus for determining volumetric data of a predetermined anatomical feature", filed with the UK IPO on 3 September 2015 through Caromaels & Rainsford patent attorneys.

> **PATENT REEL: 045100 FRAME: 0725**