

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4867299

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KIEREN PATEL	09/25/2017
RECEIVING PARTY DATA		
Name:	OPTICENT INC	
Street Address:	99 GREENBRIAR DRIVE	
City:	DEERFIELD	
State/Country:	ILLINOIS	
Postal Code:	60015	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15465285	
CORRESPONDENCE DATA		
Fax Number:	(312)580-9696	
<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:	3125801020	
Email:	cgeorge@hfzlaw.com	
Correspondent Name:	HANLEY, FLIGHT AND ZIMMERMAN, LLC	
Address Line 1:	150 S. WACKER DRIVE	
Address Line 2:	SUITE 2200	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	20178/2013-083-08	
NAME OF SUBMITTER:	CHRISTOPHER N. GEORGE	
SIGNATURE:	/Christopher N. George/	
DATE SIGNED:	03/15/2018	
Total Attachments: 6		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of SEPTEMBER 23, 2017 (the "Effective Date"), is made by KIEREN JAY PATEL ("Assignor"), A CALIFORNIA RESIDENT, located at 1633 MICHAEL LANE, PACIFIC PALISADES, CA 90272 in favor of OPTICENT, INC. ("Assignee"), a DELAWARE CORPORATION, located at 99 GREENBRIAR Drive, DEERFIELD, IL 60015.

WHEREAS, Assignor desires to convey, transfer and assign to Assignee certain Assigned Patents (as defined herein), and desires to execute and deliver this Patent Assignment in a form recordable with United States authorities including, but not limited to, the US Patent and Trademark Office (USPTO), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein) and Assignor's entire right, title and interest in the Licenses (as defined herein).

NOW THEREFORE, Assignor agrees/the parties agree as follows:

1. Assignment. In consideration of the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "Assigned Patents"):

- (a) the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all invention(s) disclosed and claimed in any of the foregoing (the "Patents"); and
- (b) all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordings; and
- (c) all rights, privileges and protections of any kind whatsoever of Assignor under any licenses, agreements or contract rights with respect to any of the Patents granted by Assignor to any third party ("Licenses"); and
- (d) any and all claims and causes of action, with respect to any of the Patents or Licenses, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents and all of Assignor's rights, privileges and protections under the Licenses, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

Without limiting any of the foregoing provisions of this Section 2, Assignor shall ensure that its employees, consultants, directors and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Assignee shall reimburse

Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) all required filings and fees related to the Patents have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all Patents are otherwise in good standing. Assignor has provided Assignee with true and complete copies of all file histories, documents, certificates, office actions, correspondence and other materials related to the filing, prosecution, and issuance of each of the Patents.

(b) the/to Assignor's knowledge, the Patents are valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignor owns all right, title and interest in and to the Patents, and the inventions and improvements disclosed and claimed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Patents and Assignor's ownership and use thereof.

(c) Assignor has no knowledge of any reason to believe that any material claims of any patent applications included in the Patents will fail to receive the grant of a patent substantially in its current form or otherwise be materially altered or narrowed in scope; and

(d) Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Licenses as the licensor, subject only to the rights and licenses of the licensees under the Licenses in accordance with their respective terms; and

(e) Assignor has provided Assignee with true and complete copies (or in the case of any oral agreements, a complete and accurate written description) of all Licenses, including all modifications, amendments and supplements thereto and waivers thereunder; and

(f) all the Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of the Licenses; and

(g) Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Patents; and

(h) to Assignor's knowledge, (i) no person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any of the Patents; and (ii) the practice of the Patents/the issued patents among the Patents as currently made by Assignor does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

4. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.

5. Disclaimers. Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity or enforceability of, or Assignor's or Assignee's ability to enforce or commercialize the Patents or obtain patent protection from any pending patent application included among the Patents.

6. General.

(a) Entire Agreement. This Patent Assignment, other agreements incorporated therein by reference and all

related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

(d) Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

Kieren Jay Patel

By: 

Name: Kieren Patel

Address for Notices:

1633 Michael Lane Pacific Palisades, CA 90272

Opticent, Inc.

By: 

Name: Kieren Patel

Title: Chief Executive Officer

Address for Notices:

99 Greenbriar Drive, Deerfield, IL 60015

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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)SS.
)

On the _____ day of _____, before me personally appeared _____, to me known, who, being duly sworn, did depose and say that he is the Chief Executive Officer of Opticent Health Devices, Inc., (Assignor), the California resident described and that he duly executed the foregoing instrument; being duly authorized to do so and that said individual acknowledged said instrument to be his free act and deed of Kieren Patel, Ph.D., J.D.

See CA Notary Attachment Dated 09/25/2017

Notary Public

Printed Name: _____

My Commission Expires: Nov 01, 2019

Schedule 1

ASSIGNED PATENT APPLICATIONS

Serial No: 15/465,285

Filing Date: March 21, 2017

Title of U.S. Patent Application: DEVICES, METHODS, AND SYSTEMS OF FUNCTIONAL
OPTICAL COHERENCE TOMOGRAPHY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles

On 09/25/2017 before me, Upeksha Sadamali Thennakoon Mudiyansele, Notary Public,
(Here insert name and title of the officer)

personally appeared Kieren Patel

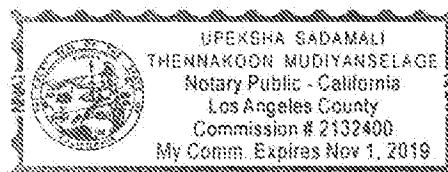
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Upeksha Thennakoon
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 05 Document Date 09/23/17

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document