

## 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> |
|   | RICHARD MELKER   | 05/30/2018            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | XHALE, INC.  |                       |
| <b>Street Address:</b>  | 3630 SW 47TH AVENUE, SUITE 100                             |                       |
| <b>City:</b>  | GAINESVILLE  |                       |
| <b>State/Country:</b>   | FLORIDA  |                       |
| <b>Postal Code:</b>   | 32608  |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |
| <b>Property Type</b>  | <b>Number</b>  |                       |
| <b>Application Number:</b>  | 14512425   |                       |
| <b>PCT Number:</b>  | US1460200  |                       |
| <b>Application Number:</b>  | 61889582   |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | XH-222US   |                       |
| <b>NAME OF SUBMITTER:</b>   | LORI HERMAN  |                       |
| <b>SIGNATURE:</b>   | /Lori Herman/  |                       |
| <b>DATE SIGNED:</b>   | 05/30/2018   |                       |
|   | This document serves as an Oath/Declaration (37 CFR 1.63). |                       |
| <b>Total Attachments: 2</b>   |  |                       |
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| source=222USassignmelker#page2.tif  |  |                       |

**ASSIGNMENT OF INVENTION**

WHEREAS:

Name

Address

Richard Melker

730 SW 132<sup>nd</sup> Drive, Newberry, FL 32669

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified patent applications entitled:

**Fusion of Data from Multiple Sensors for  
Non-invasive Detection of Respiratory Parameters**

which was:

- ☒ filed with the United States Patent and Trademark Office on October 11, 2014, and assigned Serial No. 14/512,425;
- ☒ filed internationally with Serial No. PCT/US14/60200, filed October 11, 2014; and
- ☒ which claims priority to U.S. Provisional Application No. 61/889,582, filed October 11, 2013.

WHEREAS, Xhale, Inc., having a business at 3630 SW 47<sup>th</sup> Avenue, Suite 100, Gainesville, FL 32608, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in said invention(s) and utility application and in any and all U.S. and foreign patents which may be granted on the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, the entire right, title and interest, for the United States of America, in and to said invention(s) and all the rights and privileges in any and all applications and under any and all patents that may be granted in the United States for said inventions, including all utility applications claiming priority to the applications identified above, and all utility patent applications, continuations, continuations in part, divisionals, reissues, and reexaminations thereof; and ASSIGNOR also concurrently hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application for said patent, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for said inventions.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued ASSIGNEE in the United States and to ASSIGNEE in all countries foreign to the United States, or to such nominees as ASSIGNEE may designate.

ASSIGNOR agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which ASSIGNEE believes to be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of the above-referenced invention, and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR further agrees that the filing date and serial number above may be inserted on ASSIGNOR'S behalf by ASSIGNEE or its agents, if they are not known as of the date of execution of this document.

Full Name of Inventor: Richard Melker

Residence: 730 SW 132<sup>nd</sup> Drive, Newberry, FL 32669

Inventor's Signature:  Date: May 30, 2018