

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5043409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PHYSICAL ENTERPRISES INC.	06/06/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BEIJING SHUNYUAN KAIHUA TECHNOLOGY LIMITED
<b>Street Address:</b>	UNIT 206-2, LEVEL 2, BLOCK 23
<b>Internal Address:</b>	NO. 8 DONG BEI WANG WEST ROAD
<b>City:</b>	HAI DIAN DISTRICT, BEIJING
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	100000
<b>PROPERTY NUMBERS Total: 24</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6675041
Patent Number:	7743656
Patent Number:	8040758
Patent Number:	9226663
Patent Number:	9494436
Patent Number:	9510788
Patent Number:	9937791
Patent Number:	D609086
Patent Number:	D620789
Application Number:	62154189
Application Number:	61976388
Application Number:	14472157
Application Number:	14469074
Application Number:	14468916
Application Number:	14608571
Application Number:	15919320
Application Number:	15914857
Application Number:	62468173
Application Number:	62487333

Property Type	Number
Application Number:	62525483
Application Number:	62525795
Application Number:	14565860
Application Number:	15956132
Application Number:	15956152

**CORRESPONDENCE DATA**

**Fax Number:** (248)649-3338

*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.*

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**ATTORNEY DOCKET NUMBER:** HUAMI-146

**NAME OF SUBMITTER:** LIN XIAO

**SIGNATURE:** /LIN XIAO/

**DATE SIGNED:** 07/10/2018

**Total Attachments: 4**

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## PATENT ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into as of June 6, 2018 ("Effective Date") by **PHYSICAL ENTERPRISES INC.**, a corporation organized under the laws of British Columbia ("Assignor"), in favor of **BEIJING SHUNYUAN KAIHUA TECHNOLOGY LIMITED**, a company incorporated under the laws of the People's Republic of China ("Purchaser").

**WHEREAS**, Assignor and Purchaser have entered into a certain Asset Purchase Agreement dated as of May 15, 2018 ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to transfer, assign, and convey to Purchaser all right, title, and interest in and to certain IP Assets, including those identified on Schedule 1 hereto.

**WHEREAS**, capitalized terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

**WHEREAS**, in accordance with the Asset Purchase Agreement, Assignor desires to transfer, assign, and convey to Purchaser all right, title, and interest to the IP Assets in a form suitable for recordation in the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

**1. ASSIGNMENT.** Assignor hereby irrevocably transfers, assigns, and conveys to Purchaser and its successors and assigns all right, title, and interest to the IP Assets subsisting under the laws of the United States of America including: (a) any invention or inventions included in the IP Assets and all improvements and modifications thereof; (b) patents and patent applications included in the IP Assets including those covering said inventions and those identified in Schedule 1 hereto; (c) all patents which may issue from said applications in the United States and countries foreign thereto; (d) all divisions, continuations, reissues, reexaminations, and extensions of said applications and patents; (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; and (f) the right to sue for past infringement of any of the foregoing; such right, title, and interest to be held and enjoyed by Purchaser, its successors and assigns, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said patents to Purchaser as assignee of the entire interest, for the sole use and benefit of Purchaser, its successors and assigns.

**2. NO ASSUMED LIABILITIES.** The Purchaser shall assume no liability of Assignor except as expressly provided in the Asset Purchase Agreement.

**3. FURTHER ASSURANCES.** Assignor shall provide reasonable cooperation and assistance to Purchaser in obtaining, perfecting, or evidencing Purchaser's rights in the IP Assets. Such cooperation and assistance shall include, without limitation, execution and delivery by

Assignor and its contractors and employees of any applications, assignments or other instruments and papers necessary to secure trademarks, patents, or copyright registrations in the United States or any foreign country or the renewal or continuation thereof and to transfer to assignee of all right, title, and interest in the IP Assets.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

PHYSICAL ENTERPRISES INC.

By: 

Name: Peter Taylor

Title: Chief Executive Officer

SCHEDULE I PATENTS

Jurisdiction	Application No.	Filing Date.	Patent No.	Issue Date.	Title
US	09/875,162	06/07/2001	6,675,041	1/6/2004	ELECTRONIC APPARATUS AND METHOD FOR MONITORING NET CALORIE INTAKE
US	12/337,616	12/17/2008	7,743,656	6/29/2010	SYSTEM AND METHOD FOR MEASURING FLEXIBILITY
US	12/108,471	4/23/2008	8,040,758	10/18/2011	GOLF WATCH HAVING HEART RATE MONITORING FOR IMPROVED GOLF GAME
US	14/531,573	11/3/2014	9,226,663	1/5/2016	SYSTEMS AND METHODS FOR OPTICAL ISOLATION IN MEASURING PHYSIOLOGICAL PARAMETERS
US	13/898,271	05/20/2013	9,494,436	11/15/2016	VISUAL PROMPTS FOR ROUTE NAVIGATION
US	14/622,867	02/14/2015	9,510,788	12/6/2016	SYSTEMS AND METHODS FOR PROVIDING USER INSIGHTS BASED ON REAL-TIME PHYSIOLOGICAL PARAMETERS
US	15/141,901	4/29/2016	9,937,791	4/10/2018	SYSTEMS AND METHODS FOR DETECTING AND ALERTING A DROWSY DRIVER
US	29/284,111	8/30/2007	D609,086	2/02/2010	PACKAGING FOR A HEART RATE WATCH
US	29/284,110	8/30/2007	D620,789	8/3/2010	PACKAGING FOR A HEART RATE WATCH
US	62/154,189	4/29/2015			SYSTEMS AND METHODS FOR DETECTING AND ALERTING A DROWSY DRIVER
US	61/976,388	4/7/2014			LENS MOUNTED OPTICAL SENSOR ARRANGEMENT
US	14/472,157	8/28/2014			SYSTEMS AND METHODS FOR DETECTING PHYSIOLOGICAL INFORMATION OF A USER
US	14/469,074	8/26/2014			SYSTEMS AND METHODS FOR MONITORING PHYSIOLOGICAL PARAMETERS
US	14/468,916	8/26/2014			SYSTEMS AND METHODS FOR OPTICAL

Jurisdiction	Application No.	Filing Date.	Patent No.	Issue Date.	Title
					SENSOR ARRANGEMENTS
US	14/608,571	1/29/2015			SYSTEMS AND METHODS FOR STRIDE LENGTH CALIBRATION
US	13/919,320	4/29/2015			SYSTEMS AND METHODS FOR DETECTING AND ALERTING A DROWSY DRIVER
US	15/914,857	3/7/2017			SYSTEMS AND METHODS FOR RESPIRATORY ANALYSIS
US	62/468,173	3/7/2017			SYSTEMS AND METHODS FOR RESPIRATORY ANALYSIS
US	62/487,333	4/19/2017			SYSTEMS AND METHOD FOR PROVIDING USER INSIGHTS BASED ON HEART RATE VARIABILITY
US	62/525,483	6/27/2017			SYSTEMS AND METHODS FOR COLLECTING PHYSIOLOGICAL INFORMATION OF USER
US	62/525,795	6/28/2017			SYSTEMS AND METHODS FOR COLLECTING PHYSIOLOGICAL INFORMATION OF USER
US	14/585,860	12/10/2014			HEALTH RISK INDICATOR DETERMINATION
US	15/956,132	04/18/2018			SYSTEMS AND METHOD FOR PROVIDING USER INSIGHTS BASED ON HEART RATE VARIABILITY
US	15/956,132	04/18/2018			SYSTEMS AND METHOD FOR PROVIDING USER INSIGHTS BASED ON HEART RATE VARIABILITY