

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5239837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NESTEC S.A.	04/20/2016
RECEIVING PARTY DATA	
Name:	DIATECH HOLDINGS, INC.
Street Address:	405 DUKE DRIVE, SUITE 240
City:	FRANKLIN
State/Country:	TENNESSEE
Postal Code:	37067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15270998
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<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:	4155760200
Email:	jluna@kilpatricktownsend.com
Correspondent Name:	JOE C. HAO
Address Line 1:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 2:	TWO EMBARCADERO CENTER, SUITE 1900
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	088473-019850US-1023904
NAME OF SUBMITTER:	JOSE LUNA
SIGNATURE:	/Jose Luna/
DATE SIGNED:	11/15/2018
Total Attachments: 13	
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made as of April 20, 2016, (the "Assignment Date") by and between Nestec S.A., a corporation organized under the laws of Switzerland ("**Nestec**"), with offices at 55 Avenue Nestle, Vevey, Switzerland, and DiaTech Holdings, Inc., a Delaware corporation, with offices at 405 Duke Drive, Suite 240, Franklin, TN 37067. Capitalized terms used herein without definitions have the meanings ascribed to such terms in that certain License and Assignment Agreement dated as of January 15, 2016 (the "Agreement") between Nestec and DiaTech.

WHEREAS, in accordance with Section 2.01 of the Agreement, Assignor desires to make effective as of January 15, 2016, the assignment of all of its right, title and interest in and to the patents and patent applications identified on the attached Patent Schedule, and any and all and all reissues, divisions, re-examinations, renewals, extensions, continuations, and continuations-in-part thereof (the "Patent Properties").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements, representations and warranties contained in this Assignment and in exchange for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows.

1. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of Assignee as owner of all right, title, and interest in and to the Patent Properties.
2. Assignor will, at the expense of Assignee, execute and deliver such further instruments including, without limitation, further instruments of assignment, as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Patent Properties.
3. Each of the Parties hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any Party under the Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.
4. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Patent Properties from, after and including the Assignment Date.
5. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
6. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

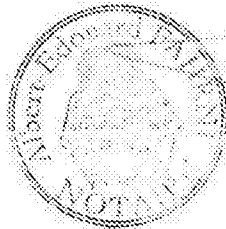
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.

NESTEC S.A.

By: *O. Dupont*
Name: O. DUPONT
Title: VICE PRESIDENT

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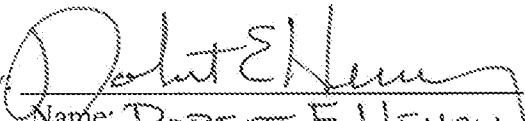
On the basis of a written confirmation and on the basis of a comparison of signature, the undersigned, ALBERT-EDOUARD FAHRNI, Notary Public in Vevey for the Canton of Vaud, Switzerland, certifies the authenticity of the signature appended above by Mrs Odette DUPONT BONVIN, Vice President of Nestec S.A., with its head office in Vevey, who validly commits the above mentioned limited company with her individual signature. -----
VEVEY, THIS TWENTYNINTH DAY OF MARCH TWO THOUSAND AND SIXTEEN. -----



Signature Page to Assignment of Patents

PATENT
REEL: 047517 FRAME: 0212

DIATECH HOLDINGS, INC.

By: 
Name: ROBERT E HENRY
Title: PRESIDENT & CEO

ACKNOWLEDGEMENT

STATE OF TN

COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State of TN personally appeared ROBERT E. HEARY, having been sworn by me according to law did depose and say he/she is the PRESIDENT & CEO of DiaTech Holdings, Inc. and did acknowledge the execution of the foregoing on behalf of said DiaTech Holdings, Inc.

WITNESS my hand and Notarial seal this 7th day of April, 2016.

Shanti Heathcock

Notary



PATENT SCHEDULE TO THE ASSIGNMENT OF PATENTS

[REDACTED]

[REDACTED]

United States Of America	13/545947	10-Jul-12	2013- 0012407	10-Jan-13	
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[REDACTED]

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