

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5276264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROHIT MITTAL	06/14/2013
RECEIVING PARTY DATA	
Name:	GESTINTIME, INC.
Street Address:	2452 W. BAYSHORE ROAD
Internal Address:	#4
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14011681
CORRESPONDENCE DATA	
Fax Number:	(703)684-1157
<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:	7036841120
Email:	escotti@mmiplaw.com
Correspondent Name:	MATTINGLY & MALUR, PC
Address Line 1:	1800 DIAGONAL ROAD
Address Line 2:	SUITE 210
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	NJ-9315
NAME OF SUBMITTER:	COLIN D. BARNITZ
SIGNATURE:	/Colin D. Barnitz/
DATE SIGNED:	12/11/2018
Total Attachments: 17	
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GESTINTIME, INC.

FOUNDERS RESTRICTED STOCK PURCHASE AGREEMENT

This Founders Restricted Stock Purchase Agreement (the "Agreement") is made as of June 14, 2013, by and between GestInTime, Inc., a California corporation (the "Company"), and Rohit Mittal ("Purchaser"). Terms not defined herein shall have the meaning provided in Schedule 1 attached hereto.

WHEREAS, the Company desires to issue and sell the Shares (as defined below) provided for in this Agreement to Purchaser;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties to this Agreement hereby agree as follows:

1. Ownership of Stock.

(a) Purchase of Stock. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, [REDACTED] shares of the Company's Common Stock (the "Shares") in exchange for Purchaser's [REDACTED] contribution of intellectual property (including the Patents and the Company's business plan) (the "Purchase Price"). Transfer of the intellectual property shall be made pursuant to the form of Assignment (the "Assignment") attached hereto as Exhibit 4 and such other documentation as the Company may request, which Assignment shall be executed by Purchaser and the Company concurrently herewith. Stock certificates evidencing the Shares will be retained by the Company, accompanied by blank stock power (the "Stock Power") executed by Purchaser, for the period during which the Shares are subject to the Repurchase Option (as defined below), and thereafter until the occurrence of a Corporate Transaction or the Company's initial Public Offering. The term "Shares" refers to the purchased Shares and all securities received in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser's ownership of the Shares. All Shares issued hereunder shall be deemed issued to Purchaser as fully paid and nonassessable stock, and Purchaser shall have all rights of a stockholder with respect thereto.

2. Purchase. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution and delivery of this Agreement by the parties, or on such other date as the Company and Purchaser shall agree (the "Purchase Date"). On or about the Purchase Date, the Company will deliver to Purchaser a copy of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) against payment of the Purchase Price therefor by Purchaser.

3. **Limitations on Transfer.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not assign, encumber or dispose of any interest in the Shares while the Shares are subject to the Company's Repurchase Option (as defined below). After any Shares have been released from such Repurchase Option, Purchaser shall not assign, encumber or dispose of any interest in such Shares except in compliance with the provisions below and applicable securities laws.

(a) **Repurchase Option.**

(i) In the event of the voluntary or involuntary termination of Purchaser's Continuous Service Status for any reason (excluding death or Disability), with or without cause, the Company shall upon the date of such termination (the "**Termination Date**") have an irrevocable, exclusive option (the "**Repurchase Option**") for a period of three months from such date to repurchase all or any portion of the Shares held by Purchaser as of the Termination Date which have not yet been released from the Company's Repurchase Option at the original purchase price per Share specified in Section 1 (adjusted for any stock splits, stock dividends and the like).

(ii) Unless the Company notifies Purchaser within three months from the Termination Date that it does not intend to exercise its Repurchase Option with respect to some or all of the Shares, the Repurchase Option shall be deemed automatically exercised by the Company as of the end of such three-month period following such Termination Date, provided that the Company may notify Purchaser that it is exercising its Repurchase Option as of a date prior to the end of such three-month period. Unless Purchaser is otherwise notified by the Company pursuant to the preceding sentence that the Company does not intend to exercise its Repurchase Option as to some or all of the Shares to which it applies at the time of termination, execution of this Agreement by Purchaser constitutes written notice to Purchaser of the Company's intention to exercise its Repurchase Option with respect to all Shares to which such Repurchase Option applies. The Company, at its choice, may satisfy its payment obligation to Purchaser with respect to exercise of the Repurchase Option by either (A) delivering a check to Purchaser in the amount of the purchase price for the Shares being repurchased, or (B) in the event Purchaser is indebted to the Company, canceling an amount of such indebtedness equal to the purchase price for the Shares being repurchased, or (C) by a combination of (A) and (B) so that the combined payment and cancellation of indebtedness equals such purchase price. In the event of any deemed automatic exercise of the Repurchase Option pursuant to this Section 3(a)(ii) in which Purchaser is indebted to the Company, such indebtedness equal to the purchase price of the Shares being repurchased shall be deemed automatically canceled as of the end of the three-month period following the Termination Date unless the Company otherwise satisfies its payment obligations. As a result of any repurchase of Shares pursuant to this Section 3(a), the Company shall become the legal and beneficial owner of the Shares being repurchased and shall have all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the number of Shares being repurchased by the Company, without further action by Purchaser.

(iii) [REDACTED] of the Shares shall initially be subject to the Repurchase Option. [REDACTED] of the total number of Shares shall be released from the Repurchase Option on [REDACTED] and an additional [REDACTED] of the remaining Shares shall be released from the Repurchase Option on the [REDACTED] day of each month thereafter, until all Shares are released from the Repurchase Option; provided, however, that such scheduled releases from the Repurchase Option shall immediately cease as of the Termination Date. Fractional shares shall be rounded to the nearest whole share.

(iv) Notwithstanding the schedule set forth in Section 3(a)(iii), in the event of Purchaser's death or Disability, the Repurchase Option shall lapse immediately prior to Purchaser's death or Disability with regard to 50% of the remaining shares of Restricted Stock (other than the Patent Stock).

(v) In the event that any of the benefits provided for in this Agreement constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code and would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code (the "Excise Tax"), then such benefits shall be either (a) provided in full, or (b) provided as to such lesser extent which would result in no portion of such benefit being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Purchaser on an after-tax basis of the greatest amount of benefits notwithstanding that all or some portion of such benefits may be subject to the Excise Tax. Unless the Company and Purchaser otherwise agree in writing, any determination required under this paragraph shall be made by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon all parties. For purposes of making the calculations required by this Section 3(a)(v), the Accountants may make reasonable assumptions concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Internal Revenue Code. The Company and Purchaser shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 3(a)(v). The Company shall bear all costs of the Accountants in connection with any calculations contemplated by this Section 3(a)(v).

(b) Right of First Refusal. Before any Shares held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 3(b) (the "Right of First Refusal").

(i) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (A) the Holder's bona fide intention to sell or otherwise transfer such Shares; (B) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (C) the number of Shares to be transferred to each Proposed Transferee; and (D) the terms and conditions of each proposed sale or transfer. The Holder shall offer the Shares at the same price (the "Purchase Price") and upon the same terms (or terms as similar as reasonably possible)

to the Company or its assignee(s). If the Company determines that the information provided by the Holder in the Notice is insufficient to establish the bona fide nature of a proposed voluntary transfer, the Company shall give the Holder written notice of the Holder's failure to comply with the procedure described in this Section 3, and the Holder shall have no right to transfer the Shares without first complying with the procedure described in this Section 3. The Holder shall not be permitted to transfer the Shares if the proposed transfer is not bona fide.

(ii) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the Purchase Price. If the terms of the proposed transfer in the Notice include consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board in good faith.

(iii) Payment. Payment of the Purchase Price shall be made, at the election of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness or by any combination thereof within sixty (60) days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(iv) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 3(b), then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Purchase Price or at a higher price, provided that such sale or other transfer is consummated within one hundred twenty (120) days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section 3 shall continue to apply to the Shares in the hands of such Proposed Transferee. The Company shall have the right to demand further assurances from the Holder and the Proposed Transferee (in a form satisfactory to the Company) that the transfer of the Shares described in the Notice was actually carried out on the terms and conditions described in the Notice. No such Shares shall be transferred on the books of the Company until the Company has received such assurances, if so demanded, and has approved the proposed transfer as bona fide. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, or if the Holder proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(v) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 3(b) notwithstanding, and provided that such transfer complies with applicable securities laws, the transfer of any or all of the Shares during Purchaser's lifetime or on Purchaser's death by will or intestacy to Purchaser's Family Member or to a trust for the benefit of Purchaser's Family Members shall be

exempt from the provisions of this Section 3(b). In such case, the transferee or other Purchaser shall receive and hold the Shares so transferred subject to the provisions of this Section 3, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 3.

(c) Assignment. The right of the Company to purchase any part of the Shares may be assigned in whole or in part to any holder or holders of capital stock of the Company or other persons or organizations.

(d) Restrictions Binding on Transferees. All transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement. In the event of any purchase by the Company hereunder where the Shares or interest are held by a transferee (including any deemed purchase pursuant to Section 3(a)(ii)), the transferee shall be obligated, if requested by the Company, to transfer the Shares or interest to the Purchaser for consideration equal to the amount to be paid by the Company hereunder. Payment of the purchase price by the Company to such transferee shall be deemed to satisfy Purchaser's obligation to pay such transferee for such Shares or interest, and also to satisfy the Company's obligation to pay Purchaser for such Shares or interest. Any sale or transfer of the Shares shall be void unless the provisions of this Agreement are satisfied.

(e) Termination of Rights. The Right of First Refusal shall terminate upon the Company's initial Public Offering. Upon termination of such transfer restrictions, the Company will remove any stop-transfer notices referred to in Section 6(b) below and related to the restriction in Section 3(b) and a new certificate or certificates representing the Shares not repurchased shall be issued, on request, without the legend referring to the Right of First Refusal.

4. Escrow of Shares. For purposes of facilitating the enforcement of the provisions of Section 3 above, Purchaser agrees, immediately upon receipt of any certificate(s) for the Shares to deliver such certificate(s), together with an Assignment Separate from Certificate in the form attached to this Agreement as Exhibit I executed by Purchaser and by Purchaser's spouse (if required for transfer), in blank, to the Secretary of the Company, or the Secretary's designee, to hold such certificate(s) and Assignment Separate from Certificate in escrow and to take all such actions and to effectuate all such transfers and/or releases as are in accordance with the terms of this Agreement. Purchaser hereby acknowledges that the Secretary of the Company, or the Secretary's designee, is so appointed as the escrow holder with the foregoing authorities as a material inducement to make this Agreement and that said appointment is coupled with an interest and is accordingly irrevocable. Purchaser agrees that said escrow holder shall not be liable to any party hereof (or to any other party). The escrow holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. Purchaser agrees that if the Secretary of the Company, or the Secretary's designee, resigns as escrow holder for any or no reason, the Board shall have the power to appoint a successor to serve as escrow holder pursuant to the terms of this Agreement. This escrow and the Assignment Separate from Certificate shall terminate

immediately after the closing of a Corporate Transaction or the Company's initial Public Offering.

5. Investment and Taxation Representations. In connection with the purchase of the Shares, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. Purchaser is purchasing the Shares for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act") or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Shares to any other person or entity.

(b) Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

(c) Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the securities. Purchaser understands that the certificate(s) evidencing the securities will be imprinted with a legend which prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

(d) Purchaser is familiar with the provisions of Rules 144 and 701, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Company provides no assurances as to whether he or she will be able to resell any or all of the Shares pursuant to Rule 144 or Rule 701, which rules require, among other things, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that certain information about the Company be current and publicly available, and that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this paragraph (d), Purchaser acknowledges and agrees to the restrictions set forth in paragraph (e) below.

(e) Purchaser further understands that in the event all of the applicable requirements of Rule 144 or 701 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons

proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

(f) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

(i) THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

(ii) THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THAT CERTAIN FOUNDERS RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE NAMED STOCKHOLDER. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH SUCH AGREEMENT, WHICH AGREEMENT INCLUDES A MARKET STAND-OFF AGREEMENT AND A RIGHT OF FIRST REFUSAL. A COPY OF THAT AGREEMENT MAY BE OBTAINED WITHOUT CHARGE UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

(b) Stop-Transfer Notices. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers

its own securities, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

7. **No Employment Rights.** Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Purchaser's employment or consulting relationship, for any reason, with or without cause.

8. **Section 83(b) Election.** Purchaser understands that Section 83(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), taxes as ordinary income the difference between the amount paid for the Shares and the Fair Market Value of the Shares as of the date any restrictions on the Shares lapse. In this context, "**restriction**" means the right of the Company to buy back the Shares pursuant to the Repurchase Option set forth in Section 3(a) of this Agreement. Purchaser understands that Purchaser may elect to be taxed at the time the Shares are purchased, rather than when and as the Repurchase Option expires, by filing an election under Section 83(b) (an "**83(b) Election**") of the Code with the Internal Revenue Service within thirty (30) days from the date of purchase. Even if the Fair Market Value of the Shares at the time of the execution of this Agreement equals the amount paid for the Shares, the election must be made to avoid income under Section 83(a) in the future. Purchaser understands that failure to file such an election in a timely manner may result in adverse tax consequences for Purchaser. Purchaser further understands that an additional copy of such election form should be filed with Purchaser's federal income tax return for the calendar year in which the date of this Agreement falls. Purchaser acknowledges that the foregoing is only a summary of the effect of United States federal income taxation with respect to purchase of the Shares hereunder, does not purport to be complete, and is not intended or written to be used, and cannot be used, for the purposes of avoiding taxpayer penalties. Purchaser further acknowledges that the Company has directed Purchaser to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which Purchaser may reside, and the tax consequences of Purchaser's death.

Purchaser agrees that he will execute and deliver to the Company with this executed Agreement a copy of the Acknowledgment and Statement of Decision Regarding Section 83(b) Election (the "**Acknowledgment**"), attached hereto as **Exhibit 2** and, if Purchaser decides to make an 83(b) Election, a copy of the 83(b) Election, attached hereto as **Exhibit 3**.

9. **Lock-Up Agreement.** In connection with the initial Public Offering of the Company's securities and upon request of the Company or the underwriters managing any underwritten offering of the Company's securities, Purchaser agrees not to sell, make

any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however or whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, nor shall Investor enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Securities or other securities of the Company, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Public Offering; provided however that, if during the last 17 days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this subsection (a) shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of any such restriction period.

10. Investment Representations.

(a) This Agreement is made in reliance upon the Purchaser's representation to the Company, which by its acceptance hereof the Purchaser hereby confirms, that the Shares to be received by him or her will be acquired for investment for his or her own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that he or she has no present intention of selling, granting participation in, or otherwise distributing the same, but subject nevertheless to any requirement of law that the disposition of his or her property shall at all times be within his or her control.

(b) The Purchaser understands that the Shares are not registered under the Securities Act on the basis that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act pursuant to Section 4(2) thereof, and that the Company's reliance on such exemption is predicated on the Purchaser's representations set forth herein. The Purchaser realizes that the basis for the exemption may not be present if, notwithstanding such representations, the Purchaser has in mind merely acquiring shares of the Shares for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Purchaser does not have any such intention.

(c) The Purchaser understands that the Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or an available exemption from registration under the Securities Act, the Shares

must be held indefinitely. In particular, the Purchaser is aware that the Shares may not be sold pursuant to Rule 144 or Rule 701 promulgated under the Securities Act unless all of the conditions of the applicable Rules are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available, and the Company has no present plans to make such information available. The Purchaser represents that, in the absence of an effective registration statement covering the Shares, it will sell, transfer, or otherwise dispose of the Shares only in a manner consistent with its representations set forth herein and then only in accordance with the provisions of Section 7(d) hereof.

(d) The Purchaser agrees that in no event will it make a transfer or disposition of any of the Shares (other than pursuant to an effective registration statement under the Securities Act), unless and until (i) the Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the disposition, and (ii) if requested by the Company, at the expense of the Purchaser or transferee, the Purchaser shall have furnished to the Company either (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such transfer may be made without registration under the Securities Act or (B) a "no action" letter from the Securities and Exchange Commission to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Securities and Exchange Commission that action be taken with respect thereto. The Company will not require such a legal opinion or "no action" letter in any transaction in compliance with Rule 144.

11. Miscellaneous.

(a) Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

(b) Entire Agreement; Enforcement of Rights. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party. This Agreement will be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(c) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(d) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address or fax number as set forth below or as subsequently modified by written notice.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile copies shall be deemed to constitute an original.

(f) Construction. No provision of this Agreement shall be construed against a party by virtue of such party having drafted such provision, it being agreed that this Agreement has been negotiated and jointly drafted by the Company and Purchaser.

(g) Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

(h) California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(i) Counsel to the Company. The Company has selected Hanson Bridgett, LLP ("Company Counsel") as legal counsel to the Company. Purchaser acknowledges that Company Counsel does not represent Purchaser in the absence of a clear and explicit written agreement to such effect between Purchaser and Company Counsel (and then only to the extent specifically set forth in such agreement), and that in the absence of any such agreement Company Counsel shall owe no duties to Purchaser. Company Counsel has not represented the interests of Purchaser in the preparation and negotiation of this Agreement.

[Signature Page Follows]

The parties have executed this Agreement as of the date first set forth above.

THE COMPANY:

GESTINTIME, INC.

By: 
(Signature)

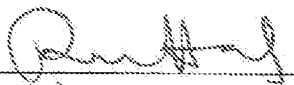
Name: Suresh Subramaniam

Title: Chief Executive Officer

Address: 2452 W. Bayshore Road #4
Palo Alto, CA 94303

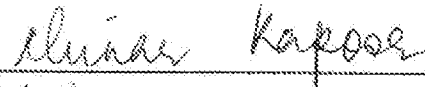
PURCHASER:

Rohit Mittal


(signature)

Address: 1140 Blair Avenue
Sunnyvale, CA 94087

I, Chinara Kapoor, spouse of Rohit Mittal, have read and hereby approve the foregoing Agreement. In consideration of the Company's granting my spouse the right to purchase the Shares as set forth in the Agreement, I hereby agree to be bound irrevocably by the Agreement and further agree that any community property or other such interest that I may have in the Shares shall hereby be similarly bound by the Agreement. I hereby appoint my spouse as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.


(signature)

Print Name: Chinara Kapoor

Schedule 1
Definitions to Restricted Stock Purchase Agreement

"Cause" shall mean (i) Purchaser's willful failure to perform his or her duties and responsibilities to the Company or Purchaser's violation of any written Company policy; (ii) Purchaser's commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in injury to the Company; (iii) Purchaser's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Purchaser owes an obligation of nondisclosure as a result of his or her relationship with the Company; (iv) Purchaser's material breach of any of his or her obligations under any written agreement or covenant with the Company; or (v) Purchaser's commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. The determination as to whether Cause exists shall be made in good faith by the Company and shall be final and binding on the Purchaser. The foregoing definition does not in any way limit the Company's ability to terminate a Purchaser's employment or consulting relationship at any time.

"Continuous Service Status" shall mean the absence of any interruption or termination of service as an employee or director of the Company. Continuous Service Status as an employee or director shall not be considered interrupted or terminated in the case of: (i) Company approved sick leave; (ii) military leave; (iii) any other bona fide leave of absence approved by the Board, provided that such leave is for a period of not more than ninety (90) days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to a written Company policy. Also, Continuous Service Status as an employee or director shall not be considered interrupted or terminated in the case of a transfer between locations of the Company or between the Company, its affiliated entities, or their respective successors, or a change in status from an employee or director to a consultant.

"Corporate Transaction" shall mean (i) a Merger Event, (ii) a sale, lease exclusive license or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company; or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

"Disability" shall mean that Purchaser is permanently unable to carry out the responsibilities and functions of the position held by Purchaser by reason of any medically determinable physical or mental impairment; Purchaser shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Company in its discretion.

"Excluded Entity" shall mean corporation, entity or person in which the holders of at least a majority of the shares of voting capital stock of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding in the continuing entity or by their being converted into shares of voting

capital stock of the surviving entity) a majority of the total voting power represented by the shares of voting capital stock of the Company (or the surviving entity) outstanding immediately after such transaction.

"Family Members" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of Purchaser, any person sharing the Purchaser's household (other than a tenant or employee), a trust in which these persons (or the Purchaser) have more than 50% of the beneficial interest, a foundation in which these persons (or the Purchaser) control the management of assets, and any other entity in which these persons (or the Purchaser) own more than 50% of the voting interests.

"Merger Event" shall mean the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transactions retain, immediately after such transaction or series of transactions, as a result of shares in the Company held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent).

"Patents" mean the patents issued pursuant to (i) that certain patent application titled "An ultra low power platform for Sparse Sensor Networks", US patent application number 61/742,796, and (ii) that certain patent application titled "A compressed sensor platform for remote health monitoring", US patent application number 61/852,967.

"Public Offering" shall mean the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

EXHIBIT 4

ASSIGNMENT

Assignment dated as of June 14, 2013, by Rohit Mittal ("Assignor") to GestInTime, Inc., a California corporation (the "Company").

RECITALS

WHEREAS, in partial consideration of the issuance by the Company to the Assignor of 125,000 shares of Common Stock of the Company, the Assignor hereby agrees to assign to the Company the Works, including, without limitation, the Intellectual Property Rights therein; and

WHEREAS, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to the Company's Business Plan, including, without limitation, the name "GestInTime, Inc." or relate to actual or demonstrably anticipated research or development of GestInTime, Inc., or result from work performed by Assignor for the Company.

(b) The term "Intellectual Property Rights" shall mean all patent applications, provisions patent applications, patents and other patent filings or rights, copyrights, trademarks, trade secret rights, submitted idea rights, license rights and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. In the event

any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to the Assignor's mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

4. Governing Law. This Assignment is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in San Francisco County in the State of California, and each Party agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

ASSIGNOR


Name: Rohit Kapoor
Mittal
Amended
July 25, 2014

GestInTime, Inc., a California corporation, hereby consents to the foregoing Assignment upon the terms herein provided.

GestInTime, Inc.

By: 

Name: Suresh Subramaniam

Title: CEO