

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5277295

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|---|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |
| <b>NATURE OF CONVEYANCE:</b>  | NUNC PRO TUNC ASSIGNMENT       |                       |
| <b>EFFECTIVE DATE:</b>  | 11/19/2018                     |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |
|   | <b>Name</b>                    | <b>Execution Date</b> |
|   | SEAN FLYNN                     | 11/19/2018            |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |
| <b>Name:</b>  | INNERSCENE, INC.               |                       |
| <b>Street Address:</b>  | UNIT 23, SPACE BUSINESS CENTRE |                       |
| <b>Internal Address:</b>  | OLYMPUS PARK, QUEDGELEY        |                       |
| <b>City:</b>  | GLOUCESTER                     |                       |
| <b>State/Country:</b>   | UNITED KINGDOM                 |                       |
| <b>Postal Code:</b>   | GL2 4AL                        |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |                       |
| <b>Property Type</b>  | <b>Number</b>                  |                       |
| <b>Application Number:</b>  | 16172671                       |                       |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |
| <b>Fax Number:</b>  | (949)679-0461                  |                       |
| <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> |                                |                       |
| <b>Phone:</b>   | 949-679-0052                   |                       |
| <b>Email:</b>   | patents@umbergzipser.com       |                       |
| <b>Correspondent Name:</b>  | UMBERG ZIPSER LLP              |                       |
| <b>Address Line 1:</b>  | 1920 MAIN STREET SUITE 750     |                       |
| <b>Address Line 4:</b>  | IRVINE, CALIFORNIA 92614       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 104001.0002US1                 |                       |
| <b>NAME OF SUBMITTER:</b>   | RYAN S. DEAN                   |                       |
| <b>SIGNATURE:</b>   | /Ryan S. Dean/                 |                       |
| <b>DATE SIGNED:</b>   | 12/11/2018                     |                       |
| <b>Total Attachments: 3</b>   |                                |                       |
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| source=Assignment_Exec_2US1#page2.tif   |                                |                       |
| source=Assignment_Exec_2US1#page3.tif   |                                |                       |

**ASSIGNMENT AGREEMENT**

THIS AGREEMENT is entered into effective 11/19/2018 (the "EFFECTIVE DATE"), by and between Mr. Sean Flynn, an individual (referred to hereinafter as "ASSIGNOR"), and InnerScene Inc., a corporation having its principal place of business at Unit 23 Space Business Centre, Olympus Park, Quedgeley, Gloucestershire GL2 4AL, United Kingdom (referred to hereinafter as "ASSIGNEE").

WHEREAS, ASSIGNOR has invented a certain and useful invention entitled "A Collimating System", for which an application for United States Letters Patent will be filed on or before October 27, 2018, and which claims priority to United Kingdom patent application filed on October 27, 2017, and having serial number 1717730.4, which together with related ideas, concepts, experimental data, trade secret, and other know-how is referred to hereinafter as the **INVENTION**;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, good will and interest in, to and under said **INVENTION**, including but not limited to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

WHEREAS, ASSIGNOR hereby authorizes and requests ASSIGNEE's attorneys of record to insert or correct the serial number(s), filing date(s), or other identification of the **INVENTION** as needed.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns ASSIGNOR's entire title, right and interest in and to the **INVENTION**, including all rights of action for recovery of all damages for infringement thereof, including past infringement, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said **INVENTION** by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Conventions.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said **INVENTION**, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the

purposes thereof. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all letters patent on said Invention to ASSIGNEE.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This ASSIGNMENT embodies the entire understanding of ASSIGNOR and ASSIGNEE and any earlier agreements between ASSIGNOR and ASSIGNEE on ASSIGNOR's obligation to assign the INVENTION to ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE's choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications

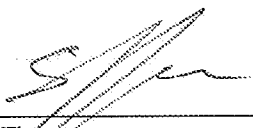
This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This ASSIGNMENT shall be governed by and construed in accordance with the law of the state of California and ASSIGNOR and ASSIGNEE agree to submit to the exclusive jurisdiction of the courts of the state of California

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized officers or representatives.

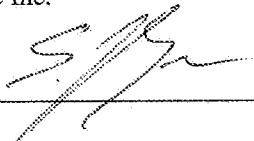
**EXECUTED at:**

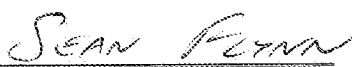
QUEDGELEY, GLOUCESTERSHIRE, this 19 day of NOVEMBER, 2018  
City, State Month


By:   
Mr. Sean Flynn

ACCEPTANCE OF ASSIGNMENT BY ASSIGNEE

InnerScene Inc.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title