

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5389948

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROOTI LABS LIMITED	01/21/2019
RECEIVING PARTY DATA	
Name:	EVER SHINE BIOTECH CORP.
Street Address:	VISTRA CORPORATE SERVICES CENTRE, WICKHAMS CAY II, ROAD TOWN
City:	TORTOLA
State/Country:	VIRGIN ISLANDS, BRITISH
Postal Code:	VG1110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9579022
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jamiewang@wispro.com
Correspondent Name:	CHIEH-MEI WANG
Address Line 1:	550 SOUTH HOPE STREET
Address Line 2:	SUITE 2825
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	US57367
NAME OF SUBMITTER:	CHIEH-MEI WANG
SIGNATURE:	/Chieh-Mei Wang/
DATE SIGNED:	02/25/2019
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of Jan [21], 2019 is made by and between Rooti Labs, Ltd., a company formed under the laws of the Cayman Islands (the "**Grantor**") in favor of Ever Shine Biotech Corp., a company formed under the laws of the British Virgin Islands (the "**Collateral Agent**"), as collateral agent for the secured parties under the Security Agreement referred to below (the "**Secured Parties**").

WHEREAS, on the date hereof, the Grantor has issued certain secured convertible notes (the "**Notes**") to certain purchasers, and may issue additional Notes from time to time to additional purchasers, pursuant to that certain evidenced by that certain Note Subscription Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Subscription Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Subscription Agreement;

WHEREAS, as a condition precedent to the purchase of the Notes under the Subscription Agreement, the Grantor has executed and delivered to the Collateral Agent that certain Security Agreement of even date herewith, made by and between the Grantor and the Collateral Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications, and copyright registrations and applications exclusively licensed to the Grantor] set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the [Security Agreement], which is hereby incorporated by reference. The provisions of the [Security Agreement] shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the [Security Agreement] and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Cayman Islands, without giving effect to any choice or conflict of law provision or rule (whether of Cayman or any other jurisdiction).

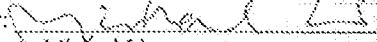
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Rooti Labs, Ltd

For and on behalf of


Rooti Labs Limited

By: 
Name: Michael Li
Title: CEO *Authorized Signature(s)*

AGREED TO AND ACCEPTED:

Ever Shine Biotech Corp

[as Collateral Agent]

By: 
Name: Wu, Liang-Hsiang
Title: Director

PATENT

REEL: 048419 FRAME: 0362

SCHEDULES

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Wearable electronic device	US	US9579021B2	2017/02/28	Rootilabs Limited
Wearable electronic device	US	US9579022B2	2017/02/28	Rootilabs Limited

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
可穿戴电子装置	CN	201410463521 0	2014/09/12	Rootilabs Limited
可穿戴电子装置	CN	201410463431 1	2014/09/12	Rootilabs Limited
PHYSIOLOGICAL MONITORING DEVICE AND SYSTEM USING THE SAME	EC	16191207	2016/09/28	Rootilabs Limited
PHYSIOLOGICAL MONITORING DEVICE AND SYSTEM USING THE SAME	US	15/083462	2016/03/29	Rootilabs Limited
體徵檢測裝置及系統	TW	105103092	20160201	Rootilabs Limited
体征检测装置及系统	CN	20161006724 74	2016/02/0 1	Rootilabs Limited
DEVICE FOR MEASURING BLOOD PRESSURE AND SYSTEM USING THE SAME	EC	17191199.3	2017/09/ 14	Rootilabs Limited
DEVICE FOR MEASURING BLOOD PRESSURE AND SYSTEM USING THE SAME	US	15/653545	2017/07/19	Rootilabs Limited
血壓測量方法及裝置	TW	106106588	20170301	Rootilabs Limited
血压测量方法及装置	CN	201710078974 5	2017/02/14	Rootilabs Limited

PHYSIOLOGICAL CONDITION MONITORING SYSTEM, DEVICE FOR COLLECTING PHYSIOLOGICAL CONDITION READINGS AND DEVICE FOR MONITORING PHYSIOLOGICAL CONDITION READINGS	EC	17204762	2017/11/30	Rootilabs Limited
PHYSIOLOGICAL CONDITION MONITORING SYSTEM, DEVICE FOR COLLECTING PHYSIOLOGICAL CONDITION READINGS AND DEVICE FOR MONITORING PHYSIOLOGICAL CONDITION READINGS	US	15/826710	20171130	Rootilabs Limited
生理參數採集裝置及生理參數監測裝置	TW	106139578	20171115	Rootilabs Limited
生理參數採集裝置及生理參數監測裝置	CN	201711132692 5	20171115	Rootilabs Limited

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
	CN	15360258	2015/10/28	路提科技股份有限公司 Rootilabs Limited
	CN	15360235	2015/10/28	路提科技股份有限公司 Rootilabs Limited
	US	4973968	2016/06/07	Rootilabs Limited
	TW	01714610	2015/07/01	路提科技股份有限公司 Rootilabs Limited
	TW	01779649	2016/07/16	路提科技股份有限公司 Rootilabs Limited
	EC	017526187	2018/03/12	Rootilabs Limited
rooti	TW	01779648	2016/07/16	路提科技股份有限公司 Rootilabs Limited
rooti	CN	15353326	2015/10/28	路提科技股份有限公司 Rootilabs Limited
rooti	TW	01714609	2017/07/01	路提科技股份有限公司 Rootilabs Limited
rooti	CN	15353315	2015/10/28	路提科技股份有限公司 Rootilabs Limited
rooti	EC	017526121	2018/03/12	Rootilabs Limited

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner

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SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	Record Owner

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	Record Owner

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date

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