

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5565530

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SWAY MEDICAL LLC	10/06/2017
RECEIVING PARTY DATA	
Name:	SWAY OPERATIONS, LLC
Street Address:	212 S. FRONT STREET
City:	ALEDO
State/Country:	TEXAS
Postal Code:	76008
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14504285
Patent Number:	9451916
Application Number:	15247988
CORRESPONDENCE DATA	
Fax Number:	(918)592-9801
<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:	9185929800
Email:	ipmail@crowedunlevy.com
Correspondent Name:	CROWE & DUNLEVY
Address Line 1:	321 SOUTH BOSTON
Address Line 2:	SUITE 500
Address Line 4:	TULSA, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	44943.99999
NAME OF SUBMITTER:	TERRY L. WATT
SIGNATURE:	/terry l. watt/
DATE SIGNED:	06/11/2019
Total Attachments: 6	
source=IP Assignment with Applicable Disclosure Schedules From Contribution Agreement#page1.tif	
source=IP Assignment with Applicable Disclosure Schedules From Contribution Agreement#page2.tif	
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment"), is effective as of October 6, 2017, by and between Sway Medical LLC, an Oklahoma limited liability company ("Assignor"), and Sway Operations, LLC, a Texas limited liability company ("Assignee").

RECITALS

A. Pursuant to the Contribution Agreement dated to be effective October 6, 2017, by and between Assignor, Assignee, and ADG Brain Health, LP (the "Contribution Agreement"), the Assignor is contributing to the Assignee and the Assignee is acquiring from Assignor all of the Sway Assets (as defined in the Contribution Agreement).

B. This Assignment is being executed and delivered pursuant to the terms of the Contribution Agreement and all defined terms used herein shall have the same meaning as such terms have in the Contribution Agreement, unless otherwise specified herein.

C. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain, all of Assignor's right, title and interest in and to the Intellectual Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, CONVEY, TRANSFER, SET OVER and DELIVER to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Intellectual Property"):

(a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements to such inventions, and all patents and patent applications, together with all reissuances, continuations, and extensions thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all adaptations, derivations, and combinations thereof, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all technical plans, drawings, designs, engineering data, specifications, design manufacturing information and methods, along with all manufacturing know-how, (f) all trade secrets, (g) the Software (including data and related documentation), (h) all domain names, internet addresses, URLs, websites and content thereof, (i) all permits and licenses, (j) all phone numbers, including the numbers identified on Exhibit "A", attached hereto and incorporated herein for all purposes, (k) all other intellectual proprietary rights, in whatever form or medium, including the items identified on Schedules 2.1(h) and 5.19(a) of the Contribution Agreement, which is incorporated herein by reference for all purposes, and (l) the name "Sway Medical" and any derivations thereof.

Assignor does hereby transfer, sell, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property.

Assignor and Assignee each agree to perform, execute, acknowledge, and deliver all further transfers, documents, instruments, and assurances as may be necessary or appropriate to effectuate the transaction contemplated by this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original to the same effect as if all parties hereto had executed the same instrument and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed and is effective as of the day first above written in one or more original counterparts and each shall be deemed and considered an original.

ASSIGNOR:

Sway Medical LLC:

By: Warren Gandall
Name: Warren Gandall
Title: Manager

ASSIGNEE:

Sway Operations, LLC:

By: _____
Name: Alem Boukadoum
Title: Manager

Assignor and Assignee each agree to perform, execute, acknowledge, and deliver all further transfers, documents, instruments, and assurances as may be necessary or appropriate to effectuate the transaction contemplated by this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original to the same effect as if all parties hereto had executed the same instrument and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed and is effective as of the day first above written in one or more original counterparts and each shall be deemed and considered an original.

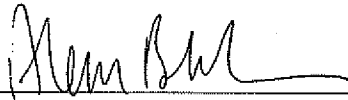
ASSIGNOR:

Sway Medical LLC:

By: _____
Name: Warren Gandall
Title: Manager

ASSIGNEE:

Sway Operations, LLC:

By:  _____
Name: Alem Boukadoum
Title: Manager

SCHEDULE 2.1(h) AND 5.19 (a)

INTELLECTUAL PROPERTY

PATENTS:

Below is a list of the patent number of Sway's patent and the serial numbers of its pending applications:

SYSTEM AND METHOD FOR MEASURING REACTION TIME OF A SUBJECT
SN 14/504,285 (pending)

SYSTEM AND METHOD FOR ASSESSING POSTURAL SWAY AND HUMAN MOTION
U.S. Patent 9,451,916 (issued)

SYSTEM FOR ASSESSING POSTURAL SWAY AND HUMAN MOTION
SN 15/247,988 (pending, continuation of the issued patent)

TRADEMARKS:

Sway has no registered trademarks.

However, it has common law trademark rights in "SWAY" and its logo (circled) in the United States and internationally.

COPYRIGHTS:

Registration is not required for copyrights (although it is advised). Copyright attaches automatically as soon as the work is in fixed form.

1. Software (both on the handheld and desktop)
2. Sway website (swaymedical.com)
3. Written materials

- o Marketing materials
- o swaymedical.com/resources/vidcos)
- o Educational materials, etc.

DOMAIN NAMES CURRENTLY REGISTERED

capacitysports.com
swaybalance.com
swaymedical.com
mphysical.com
sportyphysicalapp.com
sportsphyiscalapp.com
swayphysicial.com
swaybalancesystemc.om
swaysports.com
swaysport.com
concussionmanager.com
mobileconcussion.com
sobrietyapp.com

TRADE SECRETS

1. Internal pricing policies
2. Active customer lists
3. Gross sales revenue reports and other Sway financial data
4. Sway compliance reports -- FDA, BSI, EU, Canada, Australia Sway specific information
5. Marketing plans/Business plans
6. Internal know-how
7. Computer and other algorithms
8. Sway Regulatory strategy to gain FDA clearance
9. The following seven categories that cover all Sway generated documents:
 - a. Quality Procedures, Templates and Work Instructions
 - b. Design History File
 - c. Device Master Record
 - d. Device History Record
 - e. Technical Files
 - f. Regulatory Submissions
 - g. Quality Systems Records