

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIKRAM KASHYAP	04/23/2018
KEVIN D. SIMMONS	04/23/2018
THOMAS REIDEMEISTER	04/24/2018
BENJAMIN K. YAFFE	04/23/2018
RODOLFO CAMACHO	04/24/2018
RECEIVING PARTY DATA	
Name:	TOI LABS, INC.
Street Address:	1830 HARRISON STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16446111
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DATE SIGNED:	07/06/2019
Total Attachments: 4	
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COMBINED ASSIGNMENT AND DECLARATION

We, Vikram Kashyap, a citizen of the United States of America, having an address at 625 Powell St #23, San Francisco, CA 94108 in USA, Kevin D. Simmons, a citizen of the United States of America, having an address at 1415 Indiana St #304, San Francisco, CA 94107 in USA, Thomas Reidemeister, a citizen of Germany, having an address at 457 Boettger Place, Waterloo ON N2K3N5 in Canada, Elise DeVries, a citizen of the United States of America, having an address at 108 Langton Street, Apt. B, San Francisco, CA 94103 in USA, Benjamin K. Yaffe, a citizen of the United States of America, having an address at 170 King St #1006, San Francisco, CA 94107 in USA, Eli Marschner, a citizen of the United States of America, having an address at 1415 Indiana St #103, San Francisco, CA 94107 in USA, Michael B. Morelli, a citizen of the United States of America, having an address at 1415 Indiana St #103, San Francisco, CA 94107 in USA, Marc Zablatsky, a citizen of the United States of America, having an address at 33 Hancock Street, San Francisco, CA 94110 in USA, Tark Abed, a citizen of the United States of America, having an address at 280 Easy St #401, Mountain View, CA 94043 in USA, Rodolfo Camacho, a citizen of the United States of America, having an address at 108 Langton Street, Apt. B, San Francisco, CA 94103 in USA, hereby declare that:

PCT Application Ser. No. PCT/US18/26618, filed April 6, 2018, was made or authorized to be made by us;

We believe we are original joint inventors of a claimed invention in the application; and

We hereby acknowledge that any willful false statement made in this Combined Assignment and Declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

THEREFORE, for valuable consideration, we, Vikram Kashyap, Kevin D. Simmons, Thomas Reidemeister, Elise DeVries, Benjamin K. Yaffe, Eli Marschner, Michael B. Morelli, Marc Zablatsky, Tark Abed and Rodolfo Camacho, hereby assign to Toi Labs, Inc., a company having a place of business at 625 Powell St #23, San Francisco, CA 94108 (the “**Assignee**”) our entire right, title, and interest throughout the world in the invention and improvements which are described or claimed in PCT Patent Application Serial No. PCT/US18/26618, filed April 6, 2018, entitled

**BIOMONITORING DEVICES, METHODS, AND SYSTEMS
FOR USE IN A BATHROOM SETTING**

and all related applications, including all utility, nonprovisionals, divisionals, continuations (in whole or in part), reissues, re-examinations, substitutions, foreign counterparts (including, without limitation, applications filed under the Patent Cooperation Treaty) and extensions of any of the proceeding (hereinafter, the “**Patent Applications**”), and all future United States and foreign patents issued from the Patent Applications (hereinafter, the “**Patents**”), and any Patent Applications or Patents claiming priority to any of the foregoing, the same to be held by

Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by us if this Assignment had not been made; together with all claims for damages by reason of past, present and future infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee, its successors, assigns and other legal representatives.

We hereby authorize and request the Director of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

We, and our heirs, executors and administrators, agree to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee, its successors, assigns or other legal representatives to permit and assist Assignee, its successors or assigns its successors, assigns or other legal representatives in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Patents and Patent Applications, and the intellectual property rights therein, assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, its successors, assigns or other legal representatives, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in our possession or control, testifying in any legal proceeding, signing lawful papers and making all lawful oaths, and generally doing everything possible to aid Assignee, its successors, assigns or other legal representatives in obtaining and enforcing proper protection for applicable intellectual property rights.

We hereby represent and warrant that: (i) we have the right to assign the Patents, the Patent Applications, and the intellectual property rights assigned to Assignee under this Assignment; (ii) we have not granted any right or license to the Patent Applications, the Patents or the intellectual property rights assigned under this Assignment to anyone except Assignee; (iii) prior to the execution of this Assignment, our right, title and interest in the Patent Applications and the Patents had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith.

If the Assignee or its successors or assigns are unable, for any reason, to obtain our assistance as set forth in the paragraph above, we hereby designate and appoint Assignee or its successors or assigns as our agent and attorney-in-fact, with full power or substitution in our name and stead, to act for us and on our behalf to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, verify, file and deliver any and all instruments and assurances and to perform all other lawfully permitted acts necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or its successors or assigns, or to protect the same or to enforce any claim or right of

any kind with respect thereto with the same legal force and effect as if executed by us. We hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

SIGNATURE BLOCKS ON NEXT PAGE

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated below.

Dated: <u>Apr 23, 2018</u>	<u><i>Vikram Kashyap</i></u> Vikram Kashyap (Apr 23, 2018)
Dated: <u>Apr 23, 2018</u>	<u><i>W. S. Srinivas</i></u>
Dated: <u>Apr 24, 2018</u>	<u><i>Rudimentary</i></u>
Dated: <u>Apr 24, 2018</u>	<u><i>Elise M. Davies</i></u>
Dated: <u>Apr 23, 2018</u>	<u><i>Benjamin K. Yaffe</i></u> Benjamin K Yaffe (Apr 23, 2018)
Dated: <u>Apr 24, 2018</u>	<u><i>Eli Marschner</i></u> Eli Marschner (Apr 24, 2018)
Dated: <u>Apr 23, 2018</u>	<u><i>Michael Murelli</i></u> Michael Murelli (Apr 23, 2018)
Dated: <u>Apr 26, 2018</u>	<u><i>Marc Zablatzky</i></u> Marc Zablatzky (Apr 26, 2018)
Dated: <u>Apr 23, 2018</u>	<u><i>Tarik Abed</i></u> Tarik Abed (Apr 23, 2018)
Dated: <u>Apr 24, 2018</u>	<u><i>Rodolfo Camacho</i></u> Rodolfo Camacho (Apr 24, 2018)