# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5704126

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                      | Execution Date |
|---------------------------|----------------|
| AMIR FASSIHI              | 02/28/2019     |
| MILOS LJUBISA RADOVANOVIC | 01/08/2019     |

### **RECEIVING PARTY DATA**

| Name:             | AMNION LIFE, LLC    |
|-------------------|---------------------|
| Street Address:   | 2618 SAN MIGUEL DR. |
| Internal Address: | SUITE 149           |
| City:             | NEWPORT BEACH       |
| State/Country:    | CALIFORNIA          |
| Postal Code:      | 92660               |

### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16555525 |

### **CORRESPONDENCE DATA**

**Fax Number:** (949)760-9502

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.

**Phone:** 949-760-0404

**Email:** efiling@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

| ATTORNEY DOCKET NUMBER: | AMNIO.004C1     |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | BRYAN JOHNSON   |
| SIGNATURE:              | /Bryan Johnson/ |
| DATE SIGNED:            | 09/05/2019      |

#### **Total Attachments: 4**

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### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 8th day of January, 2019 and is by Amir Fassihi, residing in Newport Seach, CA, and having a mailing address at 2618 San Miguel Dr., Suite 149, Newport Beach, CA 92660; and Milos Ljubisa Radovanovic, residing in Pozega, Serbia, and having a mailing address at 2618 San Miguel Dr., Suite 149, Newport Beach, CA 92660 (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, technology, inventions, developments, ideas or discoveries, (collectively referred to as the "Invention") disclosed in a patent application ("Application") filed in the United States Patent and Trademark Office on January 8, 2019, Application Number 16/242,732, entitled SYSTEMS, METHODS, AND DEVICES FOR ARTIFICIAL PLACENTAS AND AMNIOTIC BED INCUBATORS and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified ASSIGNEE.

WHEREAS, Amnion Life, LLC, a Delaware Limited Liability Company, having offices at 2618 San Miguel Dr., Suite 149, Newport Beach, CA 92660 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

The Invention, including without limitation any improvements thereto, whether conceived

and/or reduced to practice by ASSIGNOR alone or jointly with anyone else.

- The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or the Invention; all nonprovisional and design applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- All rights of priority under International Conventions and any related letters Patent which C. may hereafter be granted or filed in any country or countries foreign to the US, all extensions, renewals and reissues thereof.
- Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention, Application, or Related Applications, or any improvements made thereto: assist in the preparation of any other applications relating to the Invention, Application, or Related Applications, or any improvements made thereto; testify in any legal proceeding; sign or execute all documents and lawful papers; sign or execute and make all rightful oaths and declarations; and generally do everything possible to aid ASSIGNEE, its successors, legal

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representatives, and assigns in obtaining and enforcing patent protection for the Invention, Application, or Related Applications, or any improvements made thereto, in all countries. ASSIGNOR hereby authorizes, the filing and execution of all rightful oaths and declarations, including any in connection with the Invention, Application, or Related Applications, or any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his or her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

# AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

This Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

The Application was authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE's sole discretion, any and all additional application(s) that claim priority to the

Application, including all Related Applications.

If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

- This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or walver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

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| Legal Nam   | e of inventor: <b>Amir Fass</b>  | ihi   |   |   |
|---|--|---|---|---|
| iN  | TESTIMONY WHEREOF  | , I hereunto set my                             | hand and seal this                          | azethayor February, 2019  |
|   |  |   | Amir Fassihi                                | Andrew State Comments of the State Comments |
| 1   | otary public or other office<br>o signed the document to<br>dity of that document.                                   | er completing this ce<br>which this certificate | ertificate verifies o<br>e is attached, and | nly the identity of the individual not the truthfulness, accuracy, or   |
| STATE OF  | CALIFORNIA) FORMA  | SS.   |   |   |
| On <u>FES</u>                                       | 3 28 , 20,9  |   | _before me, <sup>3.8</sup>                  | t, Swah III, Notary Public  |
| same in his   | appeared <b>Amir Fassihi,</b><br>e(s) (s/are subscribed to<br>ther/their authorized caps<br>upon behall of which the | ennymen minist on<br>etterbisse fooilysins      | ni anu acknowiec                            | eatisfactory evidence to be the person(s) to the person(s) to me that had sheathey executed the nature(s) on the instrument the person(s), nent.  |
|   | •  |   |   | fornia that the foregoing paragraph is true   |
| WITNESS   | ny hand and official seal.   |   |   | J. B. SWAN III  Notary Public - California  |
| 6.8   |  |   |   | Orange County Commission # 2250382 Ay Comm. Expires Aug 15, 2022  |
| Notary Sign   | unie 7   |   | [SEAL]                                      |   |
| TI N THE HER HISTORY TO BUT INCIDENCY OF THE SECOND |  |   |   |   |

aggiczion No.: **16/242732** Parg Date: **January 8, 2019**  ASSIGNMENT AGREEMENT Matter Code: AMNIO.004A Page 4

| IN TESTIMONY WHEREOF,  | I hereunto set my hand and seal this 2 day of 2 A42/A E7 20.19   |  |  |  |  |
|--|--|--|--|--|--|
|  | Milos Ljubisa Rádovanovic  |  |  |  |  |
| A notary public or other office who signed the document to validity of that document | er completing this certificate verifies only the identity of the individual which this certificate is attached, and not the truthfulness, accuracy, or |  |  |  |  |
| STATE OF ) ; county of   | <b>85.</b>   |  |  |  |  |
| On   | before me  |  |  |  |  |
| and correct WITNESS my hand and official seal.                                       |  |  |  |  |  |
| Notary Signature   | (SEAL)   |  |  |  |  |
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**RECORDED: 09/05/2019**