

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5708672

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HEALTHSENSE, INC.	12/16/2016
RECEIVING PARTY DATA		
Name:	GREATCALL, INC.	
Street Address:	10945 VISTA SORRENTO PKWY	
Internal Address:	SUITE 120	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92130	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11323077
CORRESPONDENCE DATA		
Fax Number:	(612)659-9344	
<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:	612-659-9340	
Email:	bastyr@bipl.net	
Correspondent Name:	BROOKS, CAMERON & HUEBSCH, PLLC	
Address Line 1:	1201 MARQUETTE AVENUE SOUTH	
Address Line 2:	SUITE 400	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55403	
ATTORNEY DOCKET NUMBER:	138.0010001	
NAME OF SUBMITTER:	BJORN A. JOHNSON	
SIGNATURE:	/Bjorn A. Johnson/	
DATE SIGNED:	09/09/2019	
Total Attachments: 9		
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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

HEALTHSENSE, INC.

AND

GREATCALL, INC.

December 16, 2016

(f) All references in this Agreement to any Exhibit or Schedule shall, unless the context otherwise requires, be deemed to be a reference to an Exhibit or Schedule to this Agreement, as the case may be, as such may be amended in accordance with this Agreement, all of which are made a part of this Agreement.

(g) The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

ARTICLE II

PURCHASE AND SALE

Section 2.1 Sale and Transfer of the Assets. Subject to and upon the terms and conditions of this Agreement, on the Closing Date, Seller will sell, convey, transfer, assign and deliver (or cause to be sold, conveyed, transferred, assigned and delivered) to Buyer all of Seller's right, title and interest in and to all of the business, properties, rights, claims and assets (except the Excluded Assets) of Seller used in the operation of the Business, wherever such assets are located (collectively, the "*Assets*"). The Assets include, but are not limited to, with respect to Seller, the following:

(a) Seller's right, title and interest in and to any Seller Agreements relating to the Business, listed on **Schedule 2.1(a)** ("*Assumed Seller Agreements*");

(b) Seller's right, title and interest in respect of any Leased Real Property;-

(c) all Seller Intellectual Property Rights;

(d) all tangible personal property and fixed assets, including, without limitation, all furniture, equipment, computers, computer files, software, communications equipment, and all other tangible personal property of every kind and other items of personal property or inventory used in connection with the Business;

(e) copies of all books and records related to the Business (other than Tax records not related to the Business) or portions thereof relating to and necessary for the operation of the Business, sales literature, product information, employment records related to the period of time in which Seller employees were employed by Seller, and copies of such other records, files and all other information and/or data related to or used by Seller in connection with the Assets and the operation of the Business reasonably required by Buyer, including Seller Permits;

(f) copies of all operating data and records of Seller relating to the Business, including, without limitation, client lists and records, operating guides and manuals, correspondence and other similar documents and records;

(g) all other intangible rights that relate to the Business and all goodwill appurtenant to the foregoing, including Technology, trade names, trade styles, all of the Seller's right, title and interest in and to telephone and facsimile numbers, postal mailboxes and mail addressed thereto, and other means of communicating with the Seller in connection with the operation of the Business and the like, together with the Business as a going concern.

(h) all unpaid accounts receivable, promissory notes, advances, security deposits and other sums owed or payable, or to become owed or payable, to the Seller to the extent relating to the Business and in existence at the Closing Date (including to the extent arising in connection with the

structurally sufficient and otherwise suitable in all material respects for the conduct of the business as presently conducted.

(b) Seller and each of its Subsidiaries has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets, real, personal and mixed, used or held for use in the Business, free and clear of any Liens, except Permitted Liens. **Section 4.7(b) of the Disclosure Schedule** lists all material items of equipment (the "*Equipment*") owned or leased by Seller and each of its subsidiaries, and such Equipment is (i) adequate for the conduct of the business of Seller and each of its subsidiaries as currently conducted, and (ii) in good operating condition, regularly and properly maintained, subject to normal wear and tear.

Section 4.8 Intellectual Property.

(a) **Section 4.8(a) of the Disclosure Schedule** contains a complete and accurate list of all Registered Intellectual Property that is a Seller Intellectual Property Right (collectively the "*Seller Registered Intellectual Property*"). **Section 4.8(a) of the Disclosure Schedule** contains a complete and accurate list of all Trademarks that are a Seller Intellectual Property Right, other than common law Trademarks. All necessary registration, maintenance and renewal fees, and annuities currently due in connection with such Seller Registered Intellectual Property have been made. To Seller's Knowledge, each item of Seller Registered Intellectual Property that is not an application is valid and subsisting.

(b) All Seller Intellectual Property Rights are free and clear of any Liens (other than Permitted Liens and excluding any rights granted to any licensee of any Seller Intellectual Property Right entered into in the ordinary course of business). Neither Seller nor any of its Subsidiaries has transferred ownership of, granted an option to obtain ownership of, or granted an exclusive license to, any third party, of any Intellectual Property Rights that are, or were, material Seller Intellectual Property Rights.

(c) Neither Seller nor any of its Subsidiaries has, in the conduct of the Business, infringed upon, violated or used without authorization, any Intellectual Property Rights owned by any other Person. The conduct of the Business has not, does not and to Seller's Knowledge will not when conducted in substantially the same manner as conducted by Seller and its Subsidiaries, infringe, misappropriate or violate any Intellectual Property Rights owned by any third Person. To the Knowledge of the Seller, there is no unauthorized use, infringement or misappropriation of any Seller Intellectual Property Rights by any third party or any Employee.

(d) **Section 4.8(d) of the Disclosure Schedule** contains a complete and accurate list of all industry associations, standard setting organizations and similar bodies in which Seller is a member, participates or is otherwise involved, or that may otherwise require Seller to license any Seller Intellectual Property Rights to any other Person. Neither Seller nor any of its Subsidiaries has committed, agreed or become obligated to license on a royalty-free basis, any Seller Intellectual Property Rights to any other Person as a result of any participation in an industry association, standard setting organization or similar body, or otherwise.

(e) In each case in which Seller and its Subsidiaries have acquired, other than through a license, any Intellectual Property Rights from any other Person (including employees and contractors), Seller and its Subsidiaries have obtained a valid and enforceable written assignment sufficient to irrevocably transfer all rights in and to all such Intellectual Property Rights to Seller or its subsidiaries.

Schedule 4.8(a) --- Registered Intellectual Property

Publication Number/Patent Number	Status	Matter Type/Jurisdiction	Title
10/737,076	Issued	US Original	Activity Monitoring
8,589,174		Also Canadian Patent 2,551,184	
14/082,671	Abandoned	US Original	Activity Monitoring
	17-Oct-16	Also Canadian Patent 2,551,184	
11/323,077	Issued	US Original	Monitoring Activity of an Individual
7,589,637		Also Canadian Patent 2,635,229	
11/488,963	Issued	US Continuation- in-Part	Remote Device for a Monitoring System
7,701,332		Also Canadian Patent 2,658,604	
11/788,178	Issued	US Continuation- in-Part	Monitoring Task Performance
8,164,461			
13/324,711	Issued	US Continuation	Monitoring Activity of an Individual
8,872,664			
14/524,717	Issued	US Continuation	Monitoring Activity of an

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			Individual
9,396,646			
15/212,776	Pending	US Continuation	Monitoring Activity of an Individual
	Awaiting Examination		
11/361,872	Issued	US Original	Low Power Sensor
7,248,059			
10/666,537	Issued	US Original	Method and Apparatus for Processing Voice Calls
8,184,782			
10/144,436	Issued	US Original	Method and Apparatus for Processing Voice Data
7,590,534			
12/141,471	Issued	US Original	Activity Windowing
7,893,843			
12/141,531	Issued	US Original	Sensing Circuit Board Communications Module Assembly
8,120,480			
12/432,565	Issued	US Original	Position Detection
8,164,444			

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13/183,224	Issued	US Original	Occupancy Sensor
8,783,114			
14/332,832	Abandoned	US Original	Occupancy Sensor
	19-Sep-16		
13/758,628	Pending	US Original	Adaptive Healthcare System
	Response due		
	23-Nov-16		
13/758,662	Abandoned	US Original	Health Related Social Networking
	25-Jan-15		
10/974,027	Issued	US Original	System and Process for Non-Invasive Collection and
7,396,331			Analysis of Physiological Signals
12/168,413	Issued	US Continuation	System and Process for Non-Invasive Collection and
7,785,257			Analysis of Physiological Signals
12/871,323	Pending	US Continuation	System and Process for Non-Invasive Collection and
	Response filed		Analysis of Physiological Signals
	31-Aug-16		
10/549,946	Issued	US Original	System and Method for Passive Monitoring of Blood

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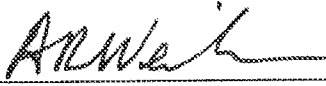
7,691,068			Pressure and Pulse Rate
10/550,157	Issued	US Original	Method and System for the Derivation of Human Gait
7,857,771			Characteristics and Detecting Falls Passively from
			Floor Vibrations
12/977,899	Issued	US Continuation	Method and System for the Derivation of Human Gait
8,551,026			Characteristics and Detecting Falls Passively from
			Floor Vibrations
11/076,604	Issued	US Original	System and Method for the Inference of Activities of
8,894,576			Daily Living and Instrumental Activities of Daily
			Living Automatically
14/551,882	Pending	US Continuation	System and Method for the Inference of Activities of
			Daily Living and Instrumental Activities of Daily
			Living Automatically

Trademarks

HEALTHSENSE	(U.S. Registration No. 3,437,913)
ENEIGHBOR	(U.S. Registration No. 3,262,427)
WELLAWARE	(U.S. Registration No. 3,893,658)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date set forth above.

HEALTHSENSE, INC.

By: 
Name: A. R. WEILER
Title: CEO

GREATCALL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Purchase Agreement]


PATENT
REEL: 050316 FRAME: 0841

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date set forth above.

HEALTHSENSE, INC.

By: _____
Name:
Title:

GREATCALL, INC.

By:  _____
Name: Brian Berning
Title: C FO

[Signature Page to Purchase Agreement]