

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5763380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AMERICAN DENTAL SLEEP MEDICINE IP, LLC	05/17/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AMERICAN DENTAL SLEEP MEDICINE, LLC	
<b>Street Address:</b>	155 STRATFORD COURT	
<b>City:</b>	HOLLIDAYSBURG	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	16648	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15446893
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(412)254-8088	
<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>		
<b>Phone:</b>	4122532610	
<b>Email:</b>	hbartony@bartlaw.com	
<b>Correspondent Name:</b>	HENRY E. BARTONY, JR.	
<b>Address Line 1:</b>	BARTONY & ASSOCIATES LLC	
<b>Address Line 2:</b>	P.O. BOX 910	
<b>Address Line 4:</b>	BUTLER, PENNSYLVANIA 16003-0910	
<b>ATTORNEY DOCKET NUMBER:</b>	11-033US_C	
<b>NAME OF SUBMITTER:</b>	HENRY E. BARTONY JR.	
<b>SIGNATURE:</b>	/Henry E. Bartony, Jr., Reg. No. 34,772/	
<b>DATE SIGNED:</b>	10/10/2019	
<b>Total Attachments: 8</b>		
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of May 17, 2018, and made by and among AMERICAN DENTAL SLEEP MEDICINE, LLC, a Pennsylvania limited liability company ("Buyer"), SLEEP APNEA HOLDINGS, LLC, a Pennsylvania limited liability company ("Holdings") and AMERICAN DENTAL SLEEP MEDICINE IP, LLC, a Pennsylvania limited liability company ("Seller"). Buyer, Holdings and Seller are sometimes referred to herein individually as a "Party" and together as the "Parties".

### Recitals

A. Seller is engaged in the business (the "Business") of designing, manufacturing and selling sleep apnea devices (the "Devices").

B. Seller desires to sell to Buyer, and Buyer desires to buy from Seller, substantially all of the assets of the Business.

C. Holdings is the majority owner of and in Buyer.

D. Affiliates of Seller, Pittsburgh Dental Sleep Medicine, P.C. ("PDSM") which operates a dental sleep medicine clinic (the "PDSM Business"), and Robert R. Rogers, III, D.M.D. ("Rogers"), are under agreement (the "PDSM Agreement") with an Affiliate of Buyer, Dental Sleep Medicine Holdings, LLC ("PDSM Buyer"), for the PDSM Buyer to buy all of the shares of stock in and to PDSM.

E. Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Appendix attached hereto.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and mutual promises contained herein, for good and valuable consideration and intending to be bound hereby, the Parties hereto agree as follows:

## ARTICLE 1

### Purchase of Assets

Section 1.1. **Property** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from the Seller, free and clear of all Liens, all of the assets, properties and rights of Seller, other than the Excluded Property (all such assets, properties and rights of Seller herein collectively called the "Property"). The Property includes, without limitation, all of the following:

(a) all Intellectual Property, including that described on Exhibit 1.1(a):

and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 1.3. Conveyance of TitleThe conveyance of title to the Property must be effected by the execution and delivery of such bills of sale, certificates of title, assignments, endorsements, and other documents of conveyance as are suitable in the opinion of Buyer's counsel to convey good and marketable title to the Property to Buyer. The documents of title delivered hereunder must covenant that good and marketable title to the Property is being conveyed to Buyer at the Closing free and clear of all Liens.

[REDACTED]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written.

AMERICAN DENTAL SLEEP MEDICINE,  
LLC, a Pennsylvania limited liability company

By: J.W. VANB ENTERPRISES, LLC, a  
Pennsylvania limited liability company, its  
manager

By: \_\_\_\_\_  
Its: Manager

SLEEP APNEA HOLDINGS, LLC, a  
Pennsylvania limited liability company

By: J.W. VANB ENTERPRISES, LLC, a  
Pennsylvania limited liability company, its  
manager

By: \_\_\_\_\_  
Its: Manager

AMERICAN DENTAL SLEEP MEDICINE IP,  
LLC, a Pennsylvania limited liability company

By: Mary Rita Rogers  
Its: \_\_\_\_\_

*Signature Page to Asset Purchase Agreement*

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written.

AMERICAN DENTAL SLEEP MEDICINE,  
LLC, a Pennsylvania limited liability company

By: J.W. VANB ENTERPRISES, LLC, a  
Pennsylvania limited liability company, its  
manager

By: \_\_\_\_\_

Its Manager

SLEEP APNEA HOLDINGS, LLC, a  
Pennsylvania limited liability company

By: J.W. VANB ENTERPRISES, LLC, a  
Pennsylvania limited liability company, its  
manager

By: \_\_\_\_\_

Its Manager

AMERICAN DENTAL SLEEP MEDICINE IP,  
LLC, a Pennsylvania limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Signature Page to Asset Purchase Agreement*

PATENT

REEL: 056638 FRAME: 0260

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property" means all intellectual property owned or licensed (as licensor or licensee) by Seller, or in which Seller" has a proprietary interest, including:

(p) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks");

(q) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");

(r) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights");

(s) the Systems, including all object code and source code versions of all programs related thereto, all technical written material related thereto and all configuration and conditions intended for the use of the Systems;

(t) all rights in mask works and software;

(u) all know-how, trade secrets, confidential or proprietary information, customer lists, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); and

(v) all rights in internet web sites and internet domain names (collectively, "Net Names").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Exhibit 1.1(a)  
Intellectual Property

[REDACTED]

2. United States Patent

Methods and Oral Orthotic Systems for Use in Connection with Sleep-Disordered Breathing

Patent No.: US 9,615,964 B2

Date: April 11, 2017

[REDACTED]

[REDACTED]

[REDACTED]

## BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of May 17, 2018, by AMERICAN DENTAL SLEEP MEDICINE IP, LLC, a Pennsylvania limited liability company ("Seller") to and in favor of AMERICAN DENTAL SLEEP MEDICINE, LLC, a Pennsylvania limited liability company ("Buyer").

### WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, and Buyer has agreed to purchase, certain assets of Seller.

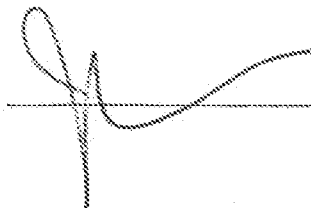
NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein have the meanings for such terms that are set forth in the Purchase Agreement.
2. Conveyance. Seller hereby sells, transfers, assigns and conveys to Buyer the Property described in Section 1.1 of the Purchase Agreement.
3. Terms of the Purchase Agreement. Seller and Buyer acknowledge that the representations, covenants and agreements contained in the Purchase Agreement will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.
4. Governing Law. The rights and obligations of the parties hereunder and the interpretation of this Agreement are governed by the laws of the Commonwealth of Pennsylvania (other than those relating to conflicts of laws).

IN WITNESS WHEREOF, this Bill of Sale is executed as of the date first above written.

WITNESS/ATTEST:

AMERICAN DENTAL SLEEP MEDICINE IP, LLC, a  
Pennsylvania corporation



By: Mary Beth Rogers (SEAL)  
Name/Title: Mary Beth Rogers, Member