

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5860884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SAVVYSHERPA ASIA, INC.	10/08/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SAVVYSHERPA, INC.
<b>Street Address:</b>	6200 SHINGLE CREEK PARKWAY
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55430
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16709996
<b>Application Number:</b>	16710014
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	USPTOMail@alston.com
<b>Correspondent Name:</b>	ALSTON & BIRD LLP
<b>Address Line 1:</b>	101 SOUTH TRYON STREET, SUITE 4000
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280-4000
<b>ATTORNEY DOCKET NUMBER:</b>	541390, 541415
<b>NAME OF SUBMITTER:</b>	DANE A. BALTICH
<b>SIGNATURE:</b>	/Dane A. Baltich/
<b>DATE SIGNED:</b>	12/11/2019
<b>Total Attachments: 3</b>	
source=2019-12-11 541390 (3) SavvySherpa Asia to SavvySherpa Inc#page1.tif	
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## Assignment of Rights to Patent

This Agreement is between Savvysherpa Asia, Inc. ("Assignor"), a Philippine corporation located at 18<sup>th</sup> Floor, The Link Building, Cebu IT Park, Cebu City, Philippines, and Savvysherpa, Inc. ("Assignee"), a Minnesota corporation, located at 6200 Shingle Creek Parkway, Suite 400, Minneapolis, Minnesota 55430.

### RECITALS

**WHEREAS**, Assignor owns right, title and interest in and to inventions titled "Accelerometer-based Systems and Methods for Quantifying Steps" and which are assigned Attorney Docket No. S191V.0010USP (hereinafter referred to as the "Patent Application");

**WHEREAS**, Assignor desires to assign to Assignee all its right, title and interest in and to the Patent Application, the patent (and any reissues or extensions) that may be granted from the Patent Application.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

- 1. Assignment.** As of the date hereof, Assignor assigns and transfers all of its right, title and interest in and to the invention, the Patent Application (as well as such rights in any divisions, continuations in whole or part or substitute applications), and any patents that may issue therefrom to Assignee for the entire term of the issued Patent and any reissues or extensions that may be granted and for the entire terms of any and all foreign patents that may issue from foreign applications (as well as divisions, continuations in whole or part or substitute applications) filed claiming the benefit of the Patent Application.
- 2. Acceptance.** Assignee accepts the assignment of Assignor's entire right, title, and interest to the invention, the Patent Application and any patents that may issue therefrom.
- 3. Miscellaneous.** This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signature page delivered by fax, pdf . file or other electronic means will be deemed an original for all purposes. Any party shall, however, deliver an original signature of this Agreement to the other party upon request. Each party warrants to the other that it has full power and authority to execute and perform this Agreement in accordance with its terms without the consent or approval of any third party. If any provision of this Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if this Agreement did not contain that certain part, term or provision held to be illegal, invalid or unenforceable. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof, supersedes all prior agreements, whether written or oral, between the parties and may be amended or altered only by written agreement executed by both parties. This Agreement and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the state of Minnesota and federal laws of the United States, without application of the conflicts of law provisions of any jurisdiction.

Assignment

Assignor: Savvysherpa Asia, Inc.

Title: Accelerometer-based Systems and Methods for Quantifying Steps

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ASSIGNOR, SAVVYSHERPA ASIA, INC.

[Signature]  
Signature  
Zaidevic M. Zafra  
Its General Manager

Oct. 8, 2015  
Date

Signed in the Presence of:

[Signature]  
DORSA S. PLUMMER

[Signature]  
Mame Pin Galan

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF CEBU ) S.S.

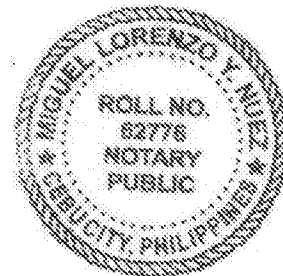
BEFORE ME, a Notary Public, on this \_\_\_\_\_ day of 8 OCT 2015, in Cebu City, Philippines, personally appeared Zaidevic M. Zafra, for himself and as President of Savvysherpa Asia, Inc. with Passport Number EB 7511069 issued in Cebu City, on February 28, 2013, with validity until February 27, 2018, identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged before me that his signature on the instrument was freely and voluntarily affixed by him for the purposes stated therein.

This instrument refers to an Assignment Agreement, consisting of three pages (3) pages, including this page, signed by the party and his witness on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first-above written.

Doc. No. 19 ;  
Page No. 9 ;  
Book No. 3 ;  
Series of 2015

MIGUEL LORENZO Y. NUÑEZ  
NOTARY PUBLIC FOR CEBU CITY  
Attorneys Roll No. 62776  
Not. Comm. No. 24-15 valid until Dec. 31, 2018  
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MCLE Compliance No. \_\_\_\_\_



Assignment

Assignor: Savvysherpa Asia, Inc.

Title: Accelerometer-based Systems and Methods for Quantifying Steps

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ASSIGNEE - SAVVYSHERPA, INC.

  
Signature  
Jeffrey Saunders  
Its Principal


10/9/15  
Date

[to be completed by notary public]

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 9<sup>th</sup> day of October, before me, Kelly Dee Greer, the undersigned Notary Public, personally appeared Jeffrey Saunders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same. On this same day, this instrument was acknowledged before me.

  
Notary Public

My Commission Expires:

1/31/19

