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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5880726

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SENSABLE TECHNOLOGIES LLC | 07/15/2015 |
| RECEIVING PARTY DATA | |
| Name: | SENSABLE TECHNOLOGIES LLC |
| Street Address: | 130 W 42ND STREET, 12TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15879332 |
| CORRESPONDENCE DATA | |
| Fax Number: | (206)359-7198 |
| <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: | 858-720-5700 |
| Email: | cgollands@perkinscoie.com |
| Correspondent Name: | PERKINS COIE LLP |
| Address Line 1: | P.O. BOX 1247 |
| Address Line 4: | SEATTLE, WASHINGTON 98111-1247 |
| ATTORNEY DOCKET NUMBER: | 009062-8253.US02 |
| NAME OF SUBMITTER: | CORTNEY GOLLANDS |
| SIGNATURE: | /Cortney Gollands/ |
| DATE SIGNED: | 12/20/2019 |
| Total Attachments: 4 | |
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| source=assignment - Sensable entity#page4.tif | |

ASSET TRANSFER AGREEMENT

This Agreement ("Agreement"), is effective as of 15th June, 2015 ("Effective Date") and is made by and between Sensable Technologies LLC, a California limited liability company ("Sensable California" or "Transferor") and an independent entity, Sensable Technologies LLC, a Delaware limited liability company ("Sensable Delaware" or "Transferee"). Transferor and Transferee are hereinafter referred to as "the parties".

WHEREAS, the purpose of the Agreement is to memorialize the transfer of the assets of Transferor to Transferee;

WHEREAS, Transferor desires to assign and transfer the assets listed in Schedule 1 and Schedule 2 hereto, and Transferee desires to accept such assignment and transfer effective as of the Effective Date;

WHEREAS, in consideration of Transferor transferring the Assets, Transferee is willing to indemnify Transferor for all liabilities of the Assets;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. Transferor hereby assigns and transfers to Transferee all of its right, title and interest under, in and to:

1.1 all United States and foreign: (i) pending patents and patent applications listed in Schedule 1 hereto (and shall include docketed patent disclosures awaiting filing, reissues, divisions, continuations-in-part and extensions), (ii) patent disclosures awaiting filing determination, inventions and improvements thereto; (iii) trademarks, service marks, trade names, inventions, trade dress, logos, business and product names, slogans and registration and application for registration thereof; (iv) copyrights (including software) and registrations thereof but excluding the name of the Transferor, which shall be separately licensed to the Transferee; (v) inventions, processes, designs, formulae, trade secrets, know how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications and confidential business information; (g) intellectual property rights similar to any of the foregoing; and (h) copies and tangible embodiments thereof (in whatever form or medium) (collectively, the "Intellectual Property") and all rights thereunder or in respect thereof.

1.2 all other contracts, accounts receivables and assets of Transferor set forth on Schedule 2 hereto.

The forgoing contents of these Sections 1.1 and 1.2 are hereinafter to us the "Transferred Assets").

2. Acceptance of Assignment and Assumption of Binding Terms Transferee hereby accepts such assignment and transfer, assumes all of the Transferred Assets with respect to and agrees to be bound by all of the terms and conditions of Transferor under the Transferred Assets in each case arising from and after the Effective Date and relating to the period from and after the Effective Date.

3. Assumed Liabilities and Obligations. Transferor assigns to Transferee and Transferee hereby assumes and agrees to pay, satisfy, perform and discharge, as if the Transferor's business ("the Business") had been operated by Transferee from the commencement of the Business and had never been owned by Transferor, all of the obligations and liabilities arising out of or relating to the Business or the Transferred Assets, known or unknown, accrued, absolute, contingent or otherwise, whether arising from pending or threatened claims against Transferor related to the Business or the Transferred Assets, whether arising as a result of the transactions contemplated hereby, whether existing at the Effective Date or arising at any time or from time to time after the Effective Date, and whether based on circumstances, events or actions arising theretofore or thereafter, and whether or not such obligations and liabilities shall have been disclosed herein or reflected on

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the books and records of the Business, including, but not limited to, the liabilities set forth on Schedule 3 hereto (together, the "Assumed Liabilities").

5. Payment. As soon as possible after execution of this Agreement, the accountant for Transferor shall set out a schedule of the value of the assets less liabilities of Transferor, and shall send Transferee said schedule. Transferee shall pay Transferor the difference between Transferor's assets and liabilities.

4. Contract Assignment/Execution. Transferor agrees to cooperate with Transferee and do all things reasonably necessary to novate and assign all contracts, commitments and agreements contained in the Transferred Assets, including but not limited to, executing novation agreements, if necessary. In the event Transferor receives payment from any customer for any costs, fees and expenses incurred by Transferee subsequent to the Effective Date under contracts which are novated or assigned to Transferee hereunder, Transferor shall promptly pay such amounts to Transferee.

5. Books and Records. Transferor agrees to transfer and deliver to Transferee all original contracts, books and records which relate to them.

6. Indemnification. Transferee hereby agrees to indemnify, defend and hold harmless Transferor and any director, officer, employee, agent or representative of Transferor (the "Indemnitees") from and against all loss, liability, claim, damage, cost or expense asserted against, imposed upon or incurred by the Indemnitees or any Indemnitee, resulting from, relating to or arising out of the Business or any Transferred Assets, whether arising prior to or after the Effective Date.

7. Miscellaneous.

7.1 Notices. All notices, billings, requests, demands, approvals, consents, and other communications which are required or may be given under this Agreement shall be in writing and will be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the parties at their respective addresses set forth below:

If to Transferor:

Sensible Technologies LLC
4059 Miramar St Unit H
La Jolla, CA 92037
Attention: Managing Member

If to Transferee:

Sensible Technologies LLC
130 W 42nd Street, 12th Floor
New York, New York 10036
Attention CEO

7.2 No Assignment. This Agreement shall not be assignable except with the prior written consent of the other party to this Agreement.

7.3 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Delaware applicable to contracts made and to be performed therein.

7.4 Headings. The section headings used in this Agreement are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof.

7.5 Amendments; Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the parties.

7.6 Severability. If any terms or provisions hereof or the application thereof to any circumstances shall be found by any court having jurisdiction to be invalid or unenforceable to any extent, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

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7.7 Further Assurances. Subject to the provisions hereof, the parties hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

7.9 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of Transferee and Transferor and will not, except to the extent otherwise expressly stated herein, inure to the benefit of any third party.

IN WITNESS WHEREOF, the parties have executed Agreement on the date shown below and effective as of the Effective Date as written above.

Sensable Technologies LLC (California) or Transferor

By: 

Name: Stewart Matthew

Title: Managing Member

Date: 15th July 2015

AND

Sensable Technologies LLC (Delaware) or Transferee

By: 

Name: Stewart Matthew

Title: Chief Executive Officer

Date: 15th July 2015

SCHEDULE 1

PATENTS / LICENSE / RESEARCH AGREEMENT

1. PENDING PATENTS

(i) UCSD Disclosure Docket Nos. SD2013-269 titled "Scalable, Rapidly Switchable Gas and Liquid Release and Delivery Apparati, Methods for Making, and Applications Thereof" (patent application # PCT/US14/035054 "SWITCHABLE GAS AND LIQUID RELEASE AND DELIVERY DEVICES, SYSTEMS, AND METHODS").

(ii) U.S. Provisional Application, SD2015-240-1, "SWITCHABLE SCENT, VAPOR, AND LIQUID RELEASE AND DELIVERY SYSTEMS AND METHODS", attorney docket number 009062-8309.US00 (U.S. Provisional Application Serial No. 62/145,918), filed on April 10, 2015; and

(iii) U.S. Provisional patent "AUGMENTED, SWITCHABLE SUBSTANCE RELEASES AND DELIVERY SYSTEMS", attorney docket number 009062-8309.US1, (U.S. Provisional Application Serial No. 62/174,450) filed on June 11, 2015.

2. LICENSE AGREEMENT

Agreement, effective on 11/27/2013 between The Regents of the University of California ("UCSD") and Sensable Technologies LLC (Transferor) UC Agreement No 2014-03-0307 (2013-269-1)(VBC), managed by Victoria Cajipe.

3. RESEARCH AGREEMENT

Agreement, between UCSD and Transferor, executed on October 3, 2014.

4. AMENDMENT ONE TO RESEARCH AGREEMENT

Agreement, between UCSD and Transferor, executed on June 18, 2014.