

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5922959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
2020 AWMVS, INC.	01/13/2020
RECEIVING PARTY DATA	
Name:	CARAVAN HEALTH, INC.
Street Address:	7509 NW TIFFANY SPRINGS PARKWAY
Internal Address:	SUITE 310
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64153
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16044248
Patent Number:	9894498
Patent Number:	9432821
CORRESPONDENCE DATA	
Fax Number:	(816)753-1536
<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:	(816) 753-1000
Email:	uspt@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	900 W 48TH PLACE
Address Line 2:	SUITE 900
Address Line 4:	KANSAS CITY, MISSOURI 64112
NAME OF SUBMITTER:	DANIELLE M. CASTEEL
SIGNATURE:	/Danielle M. Casteel/
DATE SIGNED:	01/21/2020
Total Attachments: 4	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made, entered into and effective as of January 13, 2020 ("the "Effective Date"), by Caravan Health, Inc., a Delaware corporation ("Assignee"), and 2020 AWMVS, Inc. (f/k/a Wellpepper, Inc.), a Washington corporation ("Assignor"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated January 3, 2020 (the "Purchase Agreement"), by and among the Assignor, the Assignee and the other parties signatory thereto.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of Assignor's right, title and interest in the Patents set forth in Schedule 1 attached, which includes letters patent and patent applications and all reissues thereof and reexamination certificates therefore, and the inventions disclosed therein (the "Assigned Assets");

WHEREAS, the Assignor has agreed to execute this Assignment to enable the Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the Assigned Assets, the associated registration and renewals, all goodwill associated therewith, and all other rights, including the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation or damage, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties, if any, in the Assigned Assets throughout the world (the "Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, each party agrees as follows:

1. Assignment. Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the world, in and to the Assigned Assets and Related Rights; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the world in and to said inventions, any other patent applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on the Assigned Assets in any country which have been or may be granted. The Assignee will hold all right, title and interest in and to the Assigned Assets and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the Assignee to request the U.S. Patent and Trademark Office and any other registering body throughout the world (each, a "Registrar") to record the Assignee as the assignee of the Assigned Assets. The Assignor shall, promptly upon presentation by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by such Registrar. The Assignor covenants that the Assignor has full right to convey all interest in and to the Assigned Assets, and that the Assignor has not executed, and will not execute, any agreements in conflict with this covenant.

3. Power of Attorney. Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact. The appointment is coupled with an interest, to act for and on his behalf to execute, verify and file any such documents and to do all other

lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor. Such rights and authority may be exercised by Assignee if Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with these actions specified.

4. Waiver of Rights. Assignor will not assert any rights to any Assigned Assets or Related Rights after the Effective Date of this Agreement.

5. Further Assurances. Each party shall, upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

6. Entire Agreement. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon each party and its respective successors and assigns.

8. Governing Law. The parties specifically agree that this Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement, and any amendments, to the extent signed and delivered by means of facsimile transmission or as an attachment to an electronic mail message in "PDF" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version delivered in person.

Signatures on following page.

ASSIGNOR:

2020 AWMVS, INC. (F/K/A WELLPEPPER, INC.)

DocuSigned by:
By: Anne Weiler
Name: Anne Weiler
Title: President & CEO

ASSIGNEE:

CARAVAN HEALTH, INC.

DocuSigned by:
By: Lynn Barr
Name: Lynn Barr
Title: CEO

SCHEDULE 1

Patent Title	Owner	Inventors	Serial #	Filed Date	Grant Date
Adaptive notification system for mobile devices	Wellpepper, Inc.	Michael Van Snellenberg	US Patent No. 9,894,498	August 29, 2016	February 13, 2018
Adaptive notification system for mobile devices	Wellpepper, Inc.	Michael Van Snellenberg	US Patent No. 9,432,821	March 12, 2014	August 30, 2016
Device for non-invasive detection of skin problems associated with diabetes mellitus	Wellpepper, Inc.	Michael Van Snellenberg Anne Weiler Luke Feaster Ben Spencer Jayhen Chung Sara Hansen-Lund Soma Mandel Josh Bishop Gavin Ray	US Application No. 62/536,388 US Publication No. US2019/0021649A1	July 24, 2017	N/A

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RECORDED: 01/22/2020

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