PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6009552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SWASTIK ROY	05/02/2017
TEJA VARDHAN KORRAPATI	05/02/2017
SHIVANI TEEGALA	05/02/2017
HAMENT CHOUDHARY	05/02/2017
PRASANNA SAMBANDAM RAGHU	05/02/2017

RECEIVING PARTY DATA

Name:	BEEHYV, INC.
Street Address:	501 SILVERSIDE
Internal Address:	SUITE 105, #3320
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19809

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16610304

CORRESPONDENCE DATA

Fax Number:	(704)444-1111

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.

Phone:	704-444-1000
Email:	patent-mail@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	101 S TRYON ST, SUITE 4000
Address Line 2:	BANK OF AMERICA PLAZA
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	049648/538950
NAME OF SUBMITTER:	STEPHANIE R. CRISTIANO
SIGNATURE:	/Stephanie R. Cristiano/
DATE SIGNED:	03/11/2020

Total Attachments: 35
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Confirmatory Assignment

This Confirmatory Assignment ("**Assignment**"), dated as of May 2, 2017 (the "**Effective Date**"), is made by Swastik Roy, an individual with offices or residence located at the address set forth on the signature page hereto ("**Assignor**"); in favor of BeeHyv, Inc., a Delaware corporation with offices located at 501 Silverside Road, Suite 105, #3320, Wilmington, DE 19809 ("**Assignee**").

WHEREAS, beginning on our around July 2, 2014, BeeHyv Software Solutions Pvt. Ltd., BeeHyv, Inc., and Suresh Gopalakrishnan (collectively, the "**BeeHyv Parties**") were engaged to perform certain professional services for the benefit of Dr. Eric Nelson, Stanford University, and the University of Florida pursuant to or in connection with written professional work agreements (all such agreements and any amendments thereto, collectively, the "**BeeHyv Contractor Agreement**");

WHEREAS, Assignor was employed or engaged by Assignee and/or other BeeHyv Parties to carry out certain activities, and may continue to carry out certain activities, in connection with the BeeHyv Contractor Agreement;

WHEREAS, the parties agreed that all intellectual property resulting from Assignor's employment or engagement would be owned by the BeeHyv Parties; and

WHEREAS, Assignor desires to confirm, evidence and perfect the assignment and transfer to Assignee of any and all rights of Assignor in and to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1.   Assignment. Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest, including all Intellectual Property Rights, in and to the Assigned Assets to Assignee and its successors and assigns.

2.   Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee or its successors or assigns. Following the date hereof, upon Assignee's reasonable request (or the reasonable request of Assignee's successor or assigns), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Assignee, or any assignee or successor thereto.

3.   Representations and Warranties. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned (other than any rights previously assigned or transferred to an Assignee), that there are no rights or interests outstanding inconsistent with the

rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

4.   IP Rights for Ongoing Services. As between Assignor and Assignee, Assignee is, and shall be, the sole and exclusive owners of all right, title and interest in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor agrees that with respect to any Software, Documentation, or Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Software, Documentation, and Work Product are hereby deemed "work made for hire" for Assignee. To the extent that any Software, Documentation, or Work Product does not constitute a "work made for hire", Assignor hereby irrevocably assigns in each case without additional consideration, all right, title and interest throughout the world in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor hereby irrevocably waives any and all claims Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Software, Documentation, and Work Product. Upon the request of Assignee (or the request of Assignee's successor or assigns), Assignor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Assignee (or Assignee's successors or assigns) to prosecute, register, perfect or record its rights in or to any Software, Documentation, and Work Product. Assignor shall have no right or license to use any Software, Documentation, or Work Product except to the extent necessary to provide the Services to Assignee.

5.   Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6.   Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.   Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8.   Entire Agreement. This Assignment, together with all schedules and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Assignment and those of any prior agreement entered into between Assignee and Assignor, the terms of this Assignment shall control.

9.   Definitions.

(a)   "**Assigned Assets**" means, collectively, all Work Product and the Software and Documentation as constituted at any time, whether prior to the Effective Date, as of the Effective Date, or thereafter, including any and all Intellectual Property Rights, proprietary rights, and other rights, interests, and assets comprising, comprised by, or relating to the following:

(i)   patents and patent applications claiming the Work Product, Software, or Documentation, in whole or in part, including the patents and patent applications listed in the attached Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing (collectively "**Patents**");

(ii)   (1) copyrights in the Work Product, Software, or Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (2) registrations and applications for registration of such copyrights; and (3) issuances, extensions, and renewals of such registrations and applications (collectively, "**Copyrights**");

(iii)   the Source Code and any and all of the following that comprise, are comprised by or relate to the Work Product, Software, or Documentation, in whole or in part, and are not generally known by or available to third parties: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials, (collectively, "**Trade Secrets**");

(iv)   any databases or data compilations that comprise or are comprised by the Work Product, Software, or Documentation, including all sui generis rights in such databases or data compilations in addition to any Copyrights or Trade Secrets relating thereto;

(v)   data, information and other content of any type and in any format, medium, or form, including any audio, visual, graphic, digital, screen, menu, icon, GUI, or other work, expression, display, design, material, or output, that is generated automatically upon executing the Software (or any other Work Product, as applicable) without additional user input or is otherwise authored by the Software (or any other Work Product, as applicable), whether or not registered, copyrighted, or copyrightable;

(vi)   any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(vii)   any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(viii)   all rights, assets, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(b)   "**Documentation**" means, collectively, all documentation (whether in human or machine readable form) describing or relating to the Software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of any Work Product, the Software, or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(c)   "**Intellectual Property Rights**" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(d)   "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

(e) "**Services**" any of the services provided, or required to be provided, by or on behalf of Assignor (i) under or in connection with any prior agreement entered into between Assignor and Assignee in connection with the BeeHyv Contractor Agreement, as such services are more fully described in such prior agreement and any amendment thereto; or (ii) related to the identification and characterization of a novel vibriocidal molecule, advancing Cholera outbreak management, or any other disease outbreak management or response.

(f) "**Software**" means, collectively, the software identified in the attached Schedule 1, as more specifically described in the Documentation, and any other software developed or provided by or on behalf of Assignor in connection with the Services, in each case including: (i) the software's Source Code and object code; and (ii) all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(g) "**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

(h) "**Work Product**" means, collectively, all Software, Documentation, Source Code, specifications, and other documents, work product, and materials related thereto, that Assignor was or is required to, or otherwise did or does provide to Assignee or their designee(s) in connection with the Services, or which are prepared by or on behalf of Assignor in the course of performing the Services, in each case together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

By: _Swastik Roy_

Swastik Roy

Address:
310 E 500 S , APT 416
Salt Lake City, UT 84111
USA

AGREED TO AND ACCEPTED:

ASSIGNEE

By: _____

Name: SURESH GOPALAKRISHNAN

Title: CEO

SCHEDULE 1

Assigned Assets

Software

Outbreak Responder software package, StoolTool, StoolTool Controller, Rehydration Calculator, Web-based Dashboard, Resource Page + Controller, Malnutrition Calculator, Web-based and mobile UIs for managing teams and permissions, data visualization web portal, dehydration assessment application, fingerprint module, various mobile applications (including, without limitation, iOS and Android apps), and other software, mobile technology, or work product developed in connection with advancing Cholera outbreak management, to calculate rehydration fluids and perform real-time epidemiology during diarrheal disease outbreaks, or in connection with any other disease outbreak management or response.

Patents and Patent Applications

- US Patent Application No. 62/500,169

Confirmatory Assignment

This Confirmatory Assignment ("**Assignment**"), dated as of May 2, 2017 (the "**Effective Date**"), is made by Teja Vardhan Korrapati, an individual with offices or residence located at the address set forth on the signature page hereto ("**Assignor**"); in favor of BeeHyv, Inc., a Delaware corporation with offices located at 501 Silverside Road, Suite 105, #3320, Wilmington, DE 19809 ("**Assignee**").

WHEREAS, beginning on our around July 2, 2014, BeeHyv Software Solutions Pvt. Ltd., BeeHyv, Inc., and Suresh Gopalakrishnan (collectively, the "**BeeHyv Parties**") were engaged to perform certain professional services for the benefit of Dr. Eric Nelson, Stanford University, and the University of Florida pursuant to or in connection with written professional work agreements (all such agreements and any amendments thereto, collectively, the "**BeeHyv Contractor Agreement**");

WHEREAS, Assignor was employed or engaged by Assignee and/or other BeeHyv Parties to carry out certain activities, and may continue to carry out certain activities, in connection with the BeeHyv Contractor Agreement;

WHEREAS, the parties agreed that all intellectual property resulting from Assignor's employment or engagement would be owned by the BeeHyv Parties; and

WHEREAS, Assignor desires to confirm, evidence and perfect the assignment and transfer to Assignee of any and all rights of Assignor in and to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1.   <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest, including all Intellectual Property Rights, in and to the Assigned Assets to Assignee and its successors and assigns.

2.   <u>Recordation and Further Actions</u>. Assignor hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee or its successors or assigns. Following the date hereof, upon Assignee's reasonable request (or the reasonable request of Assignee's successor or assigns), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Assignee, or any assignee or successor thereto.

3.   <u>Representations and Warranties</u>. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned (other than any rights previously assigned or transferred to an Assignee), that there are no rights or interests outstanding inconsistent with the

rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

4. <u>IP Rights for Ongoing Services</u>. As between Assignor and Assignee, Assignee is, and shall be, the sole and exclusive owners of all right, title and interest in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor agrees that with respect to any Software, Documentation, or Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Software, Documentation, and Work Product are hereby deemed "work made for hire" for Assignee. To the extent that any Software, Documentation, or Work Product does not constitute a "work made for hire", Assignor hereby irrevocably assigns in each case without additional consideration, all right, title and interest throughout the world in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor hereby irrevocably waives any and all claims Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Software, Documentation, and Work Product. Upon the request of Assignee (or the request of Assignee's successor or assigns), Assignor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Assignee (or Assignee's successors or assigns) to prosecute, register, perfect or record its rights in or to any Software, Documentation, and Work Product. Assignor shall have no right or license to use any Software, Documentation, or Work Product except to the extent necessary to provide the Services to Assignee.

5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. <u>Governing Law</u>. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8. <u>Entire Agreement</u>. This Assignment, together with all schedules and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Assignment and those of any prior agreement entered into between Assignee and Assignor, the terms of this Assignment shall control.

9.   Definitions.

(a)   "**Assigned Assets**" means, collectively, all Work Product and the Software and Documentation as constituted at any time, whether prior to the Effective Date, as of the Effective Date, or thereafter, including any and all Intellectual Property Rights, proprietary rights, and other rights, interests, and assets comprising, comprised by, or relating to the following:

(i)   patents and patent applications claiming the Work Product, Software, or Documentation, in whole or in part, including the patents and patent applications listed in the attached Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing (collectively "**Patents**");

(ii)   (1) copyrights in the Work Product, Software, or Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (2) registrations and applications for registration of such copyrights; and (3) issuances, extensions, and renewals of such registrations and applications (collectively, "**Copyrights**");

(iii)   the Source Code and any and all of the following that comprise, are comprised by or relate to the Work Product, Software, or Documentation, in whole or in part, and are not generally known by or available to third parties: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials, (collectively, "**Trade Secrets**");

(iv)   any databases or data compilations that comprise or are comprised by the Work Product, Software, or Documentation, including all sui generis rights in such databases or data compilations in addition to any Copyrights or Trade Secrets relating thereto;

(v)   data, information and other content of any type and in any format, medium, or form, including any audio, visual, graphic, digital, screen, menu, icon, GUI, or other work, expression, display, design, material, or output, that is generated automatically upon executing the Software (or any other Work Product, as applicable) without additional user input or is otherwise authored by the Software (or any other Work Product, as applicable), whether or not registered, copyrighted, or copyrightable;

(vi)   any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(vii)   any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(viii)   all rights, assets, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(b)   "**Documentation**" means, collectively, all documentation (whether in human or machine readable form) describing or relating to the Software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of any Work Product, the Software, or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(c)   "**Intellectual Property Rights**" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(d)   "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

(e) "**Services**" any of the services provided, or required to be provided, by or on behalf of Assignor (i) under or in connection with any prior agreement entered into between Assignor and Assignee in connection with the BeeHyv Contractor Agreement, as such services are more fully described in such prior agreement and any amendment thereto; or (ii) related to the identification and characterization of a novel vibriocidal molecule, advancing Cholera outbreak management, or any other disease outbreak management or response.

(f) "**Software**" means, collectively, the software identified in the attached Schedule 1, as more specifically described in the Documentation, and any other software developed or provided by or on behalf of Assignor in connection with the Services, in each case including: (i) the software's Source Code and object code; and (ii) all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(g) "**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

(h) "**Work Product**" means, collectively, all Software, Documentation, Source Code, specifications, and other documents, work product, and materials related thereto, that Assignor was or is required to, or otherwise did or does provide to Assignee or their designee(s) in connection with the Services, or which are prepared by or on behalf of Assignor in the course of performing the Services, in each case together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

By: _____

Teja Vardhan Korrapati

Address:

Flat 506, Aparna Aparthods

Bathla Sanjeevet, Madhapur

Hyderabad, India - 500081

AGREED TO AND ACCEPTED:

ASSIGNEE

By: _____

Name: SURESH GOPALA KRISHNAN

Title: CEO

LEGAL02/38807834v1   6

SCHEDULE 1

Assigned Assets

Software

Outbreak Responder software package, StoolTool, StoolTool Controller, Rehydration Calculator, Web-based Dashboard, Resource Page + Controller, Malnutrition Calculator, Web-based and mobile UIs for managing teams and permissions, data visualization web portal, dehydration assessment application, fingerprint module, various mobile applications (including, without limitation, iOS and Android apps), and other software, mobile technology, or work product developed in connection with advancing Cholera outbreak management, to calculate rehydration fluids and perform real-time epidemiology during diarrheal disease outbreaks, or in connection with any other disease outbreak management or response.

Patents and Patent Applications

- US Patent Application No. 62/500,169

Confirmatory Assignment

This Confirmatory Assignment ("**Assignment**"), dated as of May 2, 2017 (the "**Effective Date**"), is made by Shivani Teegala, an individual with offices or residence located at the address set forth on the signature page hereto ("**Assignor**"); in favor of BeeHyv, Inc., a Delaware corporation with offices located at 501 Silverside Road, Suite 105, #3320, Wilmington, DE 19809 ("**Assignee**").

WHEREAS, beginning on our around July 2, 2014, BeeHyv Software Solutions Pvt. Ltd., BeeHyv, Inc., and Suresh Gopalakrishnan (collectively, the "**BeeHyv Parties**") were engaged to perform certain professional services for the benefit of Dr. Eric Nelson, Stanford University, and the University of Florida pursuant to or in connection with written professional work agreements (all such agreements and any amendments thereto, collectively, the "**BeeHyv Contractor Agreement**");

WHEREAS, Assignor was employed or engaged by Assignee and/or other BeeHyv Parties to carry out certain activities, and may continue to carry out certain activities, in connection with the BeeHyv Contractor Agreement;

WHEREAS, the parties agreed that all intellectual property resulting from Assignor's employment or engagement would be owned by the BeeHyv Parties; and

WHEREAS, Assignor desires to confirm, evidence and perfect the assignment and transfer to Assignee of any and all rights of Assignor in and to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1.   <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest, including all Intellectual Property Rights, in and to the Assigned Assets to Assignee and its successors and assigns.

2.   <u>Recordation and Further Actions</u>. Assignor hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee or its successors or assigns. Following the date hereof, upon Assignee's reasonable request (or the reasonable request of Assignee's successor or assigns), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Assignee, or any assignee or successor thereto.

3.   <u>Representations and Warranties</u>. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned (other than any rights previously assigned or transferred to an Assignee), that there are no rights or interests outstanding inconsistent with the

rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

4. IP Rights for Ongoing Services. As between Assignor and Assignee, Assignee is, and shall be, the sole and exclusive owners of all right, title and interest in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor agrees that with respect to any Software, Documentation, or Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Software, Documentation, and Work Product are hereby deemed "work made for hire" for Assignee. To the extent that any Software, Documentation, or Work Product does not constitute a "work made for hire", Assignor hereby irrevocably assigns in each case without additional consideration, all right, title and interest throughout the world in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor hereby irrevocably waives any and all claims Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Software, Documentation, and Work Product. Upon the request of Assignee (or the request of Assignee's successor or assigns), Assignor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Assignee (or Assignee's successors or assigns) to prosecute, register, perfect or record its rights in or to any Software, Documentation, and Work Product. Assignor shall have no right or license to use any Software, Documentation, or Work Product except to the extent necessary to provide the Services to Assignee.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8. Entire Agreement. This Assignment, together with all schedules and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Assignment and those of any prior agreement entered into between Assignee and Assignor, the terms of this Assignment shall control.

9.   Definitions.

(a)   "**Assigned Assets**" means, collectively, all Work Product and the Software and Documentation as constituted at any time, whether prior to the Effective Date, as of the Effective Date, or thereafter, including any and all Intellectual Property Rights, proprietary rights, and other rights, interests, and assets comprising, comprised by, or relating to the following:

(i)   patents and patent applications claiming the Work Product, Software, or Documentation, in whole or in part, including the patents and patent applications listed in the attached Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing (collectively "**Patents**");

(ii)   (1) copyrights in the Work Product, Software, or Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (2) registrations and applications for registration of such copyrights; and (3) issuances, extensions, and renewals of such registrations and applications (collectively, "**Copyrights**");

(iii)   the Source Code and any and all of the following that comprise, are comprised by or relate to the Work Product, Software, or Documentation, in whole or in part, and are not generally known by or available to third parties: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials, (collectively, "**Trade Secrets**");

(iv)   any databases or data compilations that comprise or are comprised by the Work Product, Software, or Documentation, including all sui generis rights in such databases or data compilations in addition to any Copyrights or Trade Secrets relating thereto;

(v)   data, information and other content of any type and in any format, medium, or form, including any audio, visual, graphic, digital, screen, menu, icon, GUI, or other work, expression, display, design, material, or output, that is generated automatically upon executing the Software (or any other Work Product, as applicable) without additional user input or is otherwise authored by the Software (or any other Work Product, as applicable), whether or not registered, copyrighted, or copyrightable;

(vi) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(vii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(viii) all rights, assets, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(b) "**Documentation**" means, collectively, all documentation (whether in human or machine readable form) describing or relating to the Software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of any Work Product, the Software, or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(c) "**Intellectual Property Rights**" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(d) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

(e) "**Services**" any of the services provided, or required to be provided, by or on behalf of Assignor (i) under or in connection with any prior agreement entered into between Assignor and Assignee in connection with the BeeHyv Contractor Agreement, as such services are more fully described in such prior agreement and any amendment thereto; or (ii) related to the identification and characterization of a novel vibriocidal molecule, advancing Cholera outbreak management, or any other disease outbreak management or response.

(f) "**Software**" means, collectively, the software identified in the attached Schedule 1, as more specifically described in the Documentation, and any other software developed or provided by or on behalf of Assignor in connection with the Services, in each case including: (i) the software's Source Code and object code; and (ii) all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(g) "**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

(h) "**Work Product**" means, collectively, all Software, Documentation, Source Code, specifications, and other documents, work product, and materials related thereto, that Assignor was or is required to, or otherwise did or does provide to Assignee or their designee(s) in connection with the Services, or which are prepared by or on behalf of Assignor in the course of performing the Services, in each case together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

By: _____
Shivani Teegala

Address:

18-658/20S, Veakala Sai Apt,
Santosh Nagar, Miyalaguda,
Telangana Dladca, 508207.

AGREED TO AND ACCEPTED:

ASSIGNEE

By: _____
Name: SURESH GOPALA KRISHNAN
Title: CEO

Assigned Assets

Software

Outbreak Responder software package, StoolTool, StoolTool Controller, Rehydration Calculator, Web-based Dashboard, Resource Page + Controller, Malnutrition Calculator, Web-based and mobile UIs for managing teams and permissions, data visualization web portal, dehydration assessment application, fingerprint module, various mobile applications (including, without limitation, iOS and Android apps), and other software, mobile technology, or work product developed in connection with advancing Cholera outbreak management, to calculate rehydration fluids and perform real-time epidemiology during diarrheal disease outbreaks, or in connection with any other disease outbreak management or response.

Patents and Patent Applications

- US Patent Application No. 62/500,169

Confirmatory Assignment

This Confirmatory Assignment ("**Assignment**"), dated as of May 2, 2017 (the "**Effective Date**"), is made by Hament Choudhary, an individual with offices or residence located at the address set forth on the signature page hereto ("**Assignor**"), in favor of BeeHyv, Inc., a Delaware corporation with offices located at 501 Silverside Road, Suite 105, #3320, Wilmington, DE 19809 ("**Assignee**").

WHEREAS, beginning on our around July 2, 2014, BeeHyv Software Solutions Pvt. Ltd., BeeHyv, Inc., and Suresh Gopalakrishnan (collectively, the "**BeeHyv Parties**") were engaged to perform certain professional services for the benefit of Dr. Eric Nelson, Stanford University, and the University of Florida pursuant to or in connection with written professional work agreements (all such agreements and any amendments thereto, collectively, the "**BeeHyv Contractor Agreement**");

WHEREAS, Assignor was employed or engaged by Assignee and/or other BeeHyv Parties to carry out certain activities, and may continue to carry out certain activities, in connection with the BeeHyv Contractor Agreement;

WHEREAS, the parties agreed that all intellectual property resulting from Assignor's employment or engagement would be owned by the BeeHyv Parties; and

WHEREAS, Assignor desires to confirm, evidence and perfect the assignment and transfer to Assignee of any and all rights of Assignor in and to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1.   Assignment. Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest, including all Intellectual Property Rights, in and to the Assigned Assets to Assignee and its successors and assigns.

2.   Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee or its successors or assigns. Following the date hereof, upon Assignee's reasonable request (or the reasonable request of Assignee's successor or assigns), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Assignee, or any assignee or successor thereto.

3.   Representations and Warranties. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned (other than any rights previously assigned or transferred to an Assignee), that there are no rights or interests outstanding inconsistent with the

rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

4. **IP Rights for Ongoing Services.** As between Assignor and Assignee, Assignee is, and shall be, the sole and exclusive owners of all right, title and interest in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor agrees that with respect to any Software, Documentation, or Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Software, Documentation, and Work Product are hereby deemed "work made for hire" for Assignee. To the extent that any Software, Documentation, or Work Product does not constitute a "work made for hire", Assignor hereby irrevocably assigns in each case without additional consideration, all right, title and interest throughout the world in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor hereby irrevocably waives any and all claims Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Software, Documentation, and Work Product. Upon the request of Assignee (or the request of Assignee's successor or assigns), Assignor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Assignee (or Assignee's successors or assigns) to prosecute, register, perfect or record its rights in or to any Software, Documentation, and Work Product. Assignor shall have no right or license to use any Software, Documentation, or Work Product except to the extent necessary to provide the Services to Assignee.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8. **Entire Agreement.** This Assignment, together with all schedules and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Assignment and those of any prior agreement entered into between Assignee and Assignor, the terms of this Assignment shall control.

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9. Definitions.

(a) "**Assigned Assets**" means, collectively, all Work Product and the Software and Documentation as constituted at any time, whether prior to the Effective Date, as of the Effective Date, or thereafter, including any and all Intellectual Property Rights, proprietary rights, and other rights, interests, and assets comprising, comprised by, or relating to the following:

(i) patents and patent applications claiming the Work Product, Software, or Documentation, in whole or in part, including the patents and patent applications listed in the attached Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing (collectively "**Patents**");

(ii) (1) copyrights in the Work Product, Software, or Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (2) registrations and applications for registration of such copyrights; and (3) issuances, extensions, and renewals of such registrations and applications (collectively, "**Copyrights**");

(iii) the Source Code and any and all of the following that comprise, are comprised by or relate to the Work Product, Software, or Documentation, in whole or in part, and are not generally known by or available to third parties: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials, (collectively, "**Trade Secrets**");

(iv) any databases or data compilations that comprise or are comprised by the Work Product, Software, or Documentation, including all sui generis rights in such databases or data compilations in addition to any Copyrights or Trade Secrets relating thereto;

(v) data, information and other content of any type and in any format, medium, or form, including any audio, visual, graphic, digital, screen, menu, icon, GUI, or other work, expression, display, design, material, or output, that is generated automatically upon executing the Software (or any other Work Product, as applicable) without additional user input or is otherwise authored by the Software (or any other Work Product, as applicable), whether or not registered, copyrighted, or copyrightable;

(vi)   any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(vii)   any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(viii)   all rights, assets, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(b)   "**Documentation**" means, collectively, all documentation (whether in human or machine readable form) describing or relating to the Software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of any Work Product, the Software, or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(c)   "**Intellectual Property Rights**" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(d)   "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

(e) **"Services"** any of the services provided, or required to be provided, by or on behalf of Assignor (i) under or in connection with any prior agreement entered into between Assignor and Assignee in connection with the BeeHyv Contractor Agreement, as such services are more fully described in such prior agreement and any amendment thereto; or (ii) related to the identification and characterization of a novel vibriocidal molecule, advancing Cholera outbreak management, or any other disease outbreak management or response.

(f) **"Software"** means, collectively, the software identified in the attached Schedule 1, as more specifically described in the Documentation, and any other software developed or provided by or on behalf of Assignor in connection with the Services, in each case including: (i) the software's Source Code and object code; and (ii) all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(g) **"Source Code"** means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

(h) **"Work Product"** means, collectively, all Software, Documentation, Source Code, specifications, and other documents, work product, and materials related thereto, that Assignor was or is required to, or otherwise did or does provide to Assignee or their designee(s) in connection with the Services, or which are prepared by or on behalf of Assignor in the course of performing the Services, in each case together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

By: _____

Hament Choudhary

Address:

4106, Sobha Daisy
Apartment, Bellandus,
Bangalore

AGREED TO AND ACCEPTED:

ASSIGNEE

By: _____

Name: CEO

Title: SURESH GOPALA KRISHNAN

SCHEDULE 1

Assigned Assets

<u>Software</u>

Outbreak Responder software package, StoolTool, StoolTool Controller, Rehydration Calculator, Web-based Dashboard, Resource Page + Controller, Malnutrition Calculator, Web-based and mobile UIs for managing teams and permissions, data visualization web portal, dehydration assessment application, fingerprint module, various mobile applications (including, without limitation, iOS and Android apps), and other software, mobile technology, or work product developed in connection with advancing Cholera outbreak management, to calculate rehydration fluids and perform real-time epidemiology during diarrheal disease outbreaks, or in connection with any other disease outbreak management or response.

<u>Patents and Patent Applications</u>

- US Patent Application No. 62/500,169

Confirmatory Assignment

This Confirmatory Assignment ("**Assignment**"), dated as of May 2, 2017 (the "**Effective Date**"), is made by Prasanna Sambandam Raghu, an individual with offices or residence located at the address set forth on the signature page hereto ("**Assignor**"); in favor of BeeHyv, Inc., a Delaware corporation with offices located at 501 Silverside Road, Suite 105, #3320, Wilmington, DE 19809 ("**Assignee**").

WHEREAS, beginning on our around July 2, 2014, BeeHyv Software Solutions Pvt. Ltd., BeeHyv, Inc., and Suresh Gopalakrishnan (collectively, the "**BeeHyv Parties**") were engaged to perform certain professional services for the benefit of Dr. Eric Nelson, Stanford University, and the University of Florida pursuant to or in connection with written professional work agreements (all such agreements and any amendments thereto, collectively, the "**BeeHyv Contractor Agreement**");

WHEREAS, Assignor was employed or engaged by Assignee and/or other BeeHyv Parties to carry out certain activities, and may continue to carry out certain activities, in connection with the BeeHyv Contractor Agreement;

WHEREAS, the parties agreed that all intellectual property resulting from Assignor's employment or engagement would be owned by the BeeHyv Parties; and

WHEREAS, Assignor desires to confirm, evidence and perfect the assignment and transfer to Assignee of any and all rights of Assignor in and to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1.   <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest, including all Intellectual Property Rights, in and to the Assigned Assets to Assignee and its successors and assigns.

2.   <u>Recordation and Further Actions</u>. Assignor hereby authorizes the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee or its successors or assigns. Following the date hereof, upon Assignee's reasonable request (or the reasonable request of Assignee's successor or assigns), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Assignee, or any assignee or successor thereto.

3.   <u>Representations and Warranties</u>. Assignor represents and warrants that it has the ability to convey all rights and interests herein assigned (other than any rights previously assigned or transferred to an Assignee), that there are no rights or interests outstanding inconsistent with the

rights and interests granted herein, and that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

4.   IP Rights for Ongoing Services. As between Assignor and Assignee, Assignee is, and shall be, the sole and exclusive owners of all right, title and interest in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor agrees that with respect to any Software, Documentation, or Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Software, Documentation, and Work Product are hereby deemed "work made for hire" for Assignee. To the extent that any Software, Documentation, or Work Product does not constitute a "work made for hire", Assignor hereby irrevocably assigns in each case without additional consideration, all right, title and interest throughout the world in and to the Software, Documentation, and Work Product, including all Intellectual Property Rights therein. Assignor hereby irrevocably waives any and all claims Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Software, Documentation, and Work Product. Upon the request of Assignee (or the request of Assignee's successor or assigns), Assignor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Assignee (or Assignee's successors or assigns) to prosecute, register, perfect or record its rights in or to any Software, Documentation, and Work Product. Assignor shall have no right or license to use any Software, Documentation, or Work Product except to the extent necessary to provide the Services to Assignee.

5.   Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6.   Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.   Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

8.   Entire Agreement. This Assignment, together with all schedules and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Assignment and those of any prior agreement entered into between Assignee and Assignor, the terms of this Assignment shall control.

9.   Definitions.

(a)   "**Assigned Assets**" means, collectively, all Work Product and the Software and Documentation as constituted at any time, whether prior to the Effective Date, as of the Effective Date, or thereafter, including any and all Intellectual Property Rights, proprietary rights, and other rights, interests, and assets comprising, comprised by, or relating to the following:

(i)   patents and patent applications claiming the Work Product, Software, or Documentation, in whole or in part, including the patents and patent applications listed in the attached Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing (collectively "**Patents**");

(ii)   (1) copyrights in the Work Product, Software, or Documentation, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (2) registrations and applications for registration of such copyrights; and (3) issuances, extensions, and renewals of such registrations and applications (collectively, "**Copyrights**");

(iii)   the Source Code and any and all of the following that comprise, are comprised by or relate to the Work Product, Software, or Documentation, in whole or in part, and are not generally known by or available to third parties: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials, (collectively, "**Trade Secrets**");

(iv)   any databases or data compilations that comprise or are comprised by the Work Product, Software, or Documentation, including all sui generis rights in such databases or data compilations in addition to any Copyrights or Trade Secrets relating thereto;

(v)   data, information and other content of any type and in any format, medium, or form, including any audio, visual, graphic, digital, screen, menu, icon, GUI, or other work, expression, display, design, material, or output, that is generated automatically upon executing the Software (or any other Work Product, as applicable) without additional user input or is otherwise authored by the Software (or any other Work Product, as applicable), whether or not registered, copyrighted, or copyrightable;

(vi)   any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(vii)   any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(viii)   all rights, assets, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(b)   "**Documentation**" means, collectively, all documentation (whether in human or machine readable form) describing or relating to the Software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of any Work Product, the Software, or the Software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(c)   "**Intellectual Property Rights**" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(d)   "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

(e)   "**Services**" any of the services provided, or required to be provided, by or on behalf of Assignor (i) under or in connection with any prior agreement entered into between Assignor and Assignee in connection with the BeeHyv Contractor Agreement, as such services are more fully described in such prior agreement and any amendment thereto; or (ii) related to the identification and characterization of a novel vibriocidal molecule, advancing Cholera outbreak management, or any other disease outbreak management or response.

(f)   "**Software**" means, collectively, the software identified in the attached Schedule 1, as more specifically described in the Documentation, and any other software developed or provided by or on behalf of Assignor in connection with the Services, in each case including: (i) the software's Source Code and object code; and (ii) all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of any of the foregoing.

(g)   "**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

(h)   "**Work Product**" means, collectively, all Software, Documentation, Source Code, specifications, and other documents, work product, and materials related thereto, that Assignor was or is required to, or otherwise did or does provide to Assignee or their designee(s) in connection with the Services, or which are prepared by or on behalf of Assignor in the course of performing the Services, in each case together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

By: _____

Prasanna Sambandam Raghu

Address:

401, A BLOCK, MYTHRI'S

THE TOWN, SHAILI GARDENS,

YAPRAL, HYDERABAD - 500087

AGREED TO AND ACCEPTED:

ASSIGNEE

By: _____

Name: SURESH GOPALA KRISHNAN

Title: CEO

SCHEDULE 1

Assigned Assets

Software

Outbreak Responder software package, StoolTool, StoolTool Controller, Rehydration Calculator, Web-based Dashboard, Resource Page + Controller, Malnutrition Calculator, Web-based and mobile UIs for managing teams and permissions, data visualization web portal, dehydration assessment application, fingerprint module, various mobile applications (including, without limitation, iOS and Android apps), and other software, mobile technology, or work product developed in connection with advancing Cholera outbreak management, to calculate rehydration fluids and perform real-time epidemiology during diarrheal disease outbreaks, or in connection with any other disease outbreak management or response.

Patents and Patent Applications

- US Patent Application No. 62/500,169