506063555 05/18/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UII AMERICA, INC.	05/06/2020

RECEIVING PARTY DATA

Name:	SHANGHAI UNITED IMAGING INTELLIGENCE CO., LTD.	
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PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16860901	

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ATTORNEY DOCKET NUMBER:	ZL0100-0002-US-3
NAME OF SUBMITTER:	SHUANG ZHAO
SIGNATURE:	/Shuang Zhao/
DATE SIGNED:	05/18/2020

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective as of May 6, 2020, by and among UII America, Inc., an American company having a place of business at 125 Cambridgepark Drive, Suite 204, Cambridge, MA 02140, USA ("Assignor") and Shanghai United Imaging Intelligence Co., Ltd., a Chinese company having a place of business at 3rd Floor, No. 2879 Longtong Avenue, Xuhui District, Shanghai, 200232, P.R. China ("Assignee").

WHERERAS, Assignor is the owner of all right, title and interest in, to and under the issued patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Transferred Patents"); and

WHERERAS, Assignee is desirous of securing the entire right, title, and interest in, to and under the Transferred Patents.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- I. <u>Assignment</u>. Assignor hereby assigns, transfers and conveys to Assignee in perpetuity, and Assignee hereby accepts, all right, title and interest, whether now or hereafter existing, in and to the Transferred Patents by Assignor. As part of such assignment, Assignor assigns, transfers, and conveys to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully as the same would have been held and enjoyed by Assignor if this Assignment had not been made, the following:
- (a) all patents, and patent applications, provisional and non-provisional, in the Transferred Patents, including the right to claim priority therefrom;
- (b) all reissues, reexaminations, extensions, non-provisionals, continuations, continuations-in-part, continuing prosecution applications. requests for continuing examinations, divisionals and registrations of any of the Transferred Patents and/or any item in the foregoing category (a);
- (c) all foreign counterpart patents and foreign counterpart patent applications relating to and/or directly or indirectly claiming priority from any of the Transferred Patents and/or any item in any of the foregoing categories (a) through (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection and any other governmental grants or issuances;
- (d) all inventions, invention disclosures, designs and discoveries disclosed or claimed in the Transferred Patents and/or any item in any of the foregoing categories (a) through (c);
- (e) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuances of any type related to any of the Transferred Patents and/or any item in any of the foregoing categories (a) through (d), including, without limitation, under the

PATENT REEL: 052682 FRAME: 0598 Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty or any other similar convention, treaty, agreement or understanding;

- (f) for any of the Transferred Patents and/or any of the forgoing categories (a) through (e) terminally disclaimed to another patent or patent application, all patents and patent applications subject to any terminal disclaimer; and
- (g) all patents that issue from any of the Transferred Patents and/or any item in any of the forgoing categories (a) through (f).
- 2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the corresponding entities or agencies in each applicable foreign country or multinational authority, to: (a) record Assignee as the assignee and owner of the entire interest in the Transferred Patents; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Transferred Patents or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein.
- 3. Further Assurance. At any time and from time to time after the date hereof, Assignor shall promptly execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and take such other actions as Assignee may reasonably request to carry out the purpose and intent of this Assignment including any act necessary or desirable for obtaining, sustaining or reissuing any registrations for the Transferred Patents and any other rights identified in this Assignment, and to transfer, convey, assign and deliver to Assignee the title in and to the Transferred Patents and other rights identified in this Assignment, and to confirm Assignee's acceptance, assumption and undertaking with respect thereto.

4. Miscellaneous.

- (a) <u>Headings</u>. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.
- (b) Counterparts and Facsimile Signatures. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.
- (c) <u>Amendments</u>. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

(d) <u>Successors and Assigns</u>. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns for the uses and purposes above set forth.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:	UII America, Inc.
	By: ZZ
	Name: <u> ferrence Chen</u>
	Title: CEO
WITNESS:	\sim
	Signature:
	Name: Ziyan Wu
WITNESS:	
	Signature: \landbeathand
	Name: SEIKHICHNA KARANAM

ASSIGNEE:	Shanghal United Imaging Intelligence Co., Ltd.	
	By: 35 7 7 7 7 7 10 10 10 10 10 10 10 10 10 10 10 10 10	
WITNESS:	Signature:	
WITNESS:	Signature: 3/00 E. Name: Lu Xwxiq	

Exhibit A

Country / Region	Application Number	Application Date	Title
United States	16/814,373	03/10/2020	PERSONALIZED PATIENT POSITIONING, VERIFICATION AND TREATMENT
United States	16/860,901	04/28/2020	SENSING DEVICE FOR MEDICAL FACILITIES
United States	16/863,382	04/30/2020	SYSTEMS AND METHODS FOR HUMAN MESH RECOVERY