

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6145508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/08/2010

**CONVEYING PARTY DATA**

Name	Execution Date
W&L POLYMERS, LTD.	12/08/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	MOASIS INC.
<b>Street Address:</b>	2217 FIFTH STREET
<b>City:</b>	BERKELEY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94710

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	9850379

**CORRESPONDENCE DATA**

Fax Number: (604)677-7728

*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: 604 677-7727

Email: info@palmerip.com

Correspondent Name: PALMER IP INC.

Address Line 1: 704 - 1478 WEST HASTINGS STREET

Address Line 4: VANCOUVER, CANADA V6G 3J6

<b>ATTORNEY DOCKET NUMBER:</b>	0641-00-P01-US-MF
<b>NAME OF SUBMITTER:</b>	AISHAT KUTI
<b>SIGNATURE:</b>	/aishatkuti/
<b>DATE SIGNED:</b>	06/09/2020

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of ~~December 1~~, 2010 (the "Effective Date") by and between mOasis Inc., a Delaware corporation (the "Company"), and W&L Polymers, Ltd., a ~~Company~~ <sup>Canadian</sup> (the "Assignor").

WHEREAS, Assignor and Company <sup>Canadian</sup> have entered into a Stock Acquisition Agreement (the "Acquisition Agreement") for the acquisition by Assignor of shares of the Company's Common Stock (the "Shares"); and

WHEREAS, Assignor desires to assign and transfer to the Company its proprietary and contractual rights, title, and interest in and to the IP Assets (as defined in Section 1.4 below) as consideration for the Company's agreement to sell the Shares.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 "Derivative" means: (i) any derivative work (as defined in Section 101 of the U.S. Copyright Act) of any IP Asset; (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of any IP Asset; (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the IP Assets and (iv) all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights in any IP Asset.

1.2 "Embodiment" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the IP Assets or in which all or any part of the IP Assets are set forth, embodied, recorded or stored.

1.3 "Intellectual Property Right(s)" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures (collectively, "Patents"); (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world; (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; and (vii) all trade secrets and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

1.4 "IP Assets" means those assets listed on Schedule A attached hereto, including all Derivatives and Embodiments thereof, and all Intellectual Property Rights in any of the foregoing.

2. **Assignment and Delivery.** Assignor hereby irrevocably assigns, transfers, and conveys to the Company, its successors and assigns, Assignor's entire right, title and interest in and to each and all of the IP Assets, including without limitation (a) the Patents and any inventions disclosed therein (the "Inventions"); (b) all rights to apply in any or all countries of the world for patents, certificates of

inventions or other governmental grants in such Inventions; (c) any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every Patent granted on any applications which is a division, substitution or continuation of any of said applications; (d) each and every reissue or extension of any of such Patents; (e) each any every patent claim resulting from a reexamination certificate for any and all such Patents; and (f) the right to sue for and recover damages for any past, present or future infringement of the IP Assets. Within ten (10) days of the Effective Date, Assignor shall deliver to Company all remaining IP Assets in its possession not previously delivered to the Company.

3. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company that: (i) Assignor is the sole owner of the IP Assets, and has all rights necessary to effect the assignment granted in Section 2 above; (ii) Assignor has not granted any licenses or other rights to the IP Assets to any third party; (iii) each IP Asset is free of any liens, encumbrances, security interest or restrictions on transfer; (iv) none of the IP Assets infringe or misappropriate any Intellectual Property Right of any third party; and (v) there are no legal actions, investigations, claims or proceedings pending or threatened related to the IP Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims or proceedings.

4. **Further Assurances; Appointment of Attorney-in-Fact.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other Intellectual Property Right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the IP Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving such rights and any adjudication of the same. Such cooperation by Assignor shall include, without limitation, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions all to the extent deemed necessary or desirable by Company: (a) for complying with any duty of disclosure; (b) for prosecuting any of applications any substitute, divisional, continuing, reissues or additional applications covering Inventions and for interference or other priority proceedings involving such Inventions; (c) recording the transfer of ownership with the relevant governmental entities, including executing a short form of assignment; (d) for legal proceedings involving any IP Assets, any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; and (e) for obtaining from Assignor's counsel transfer to the Company of all relevant documents and materials related to the IP Assets. Assignor hereby designates and appoints the Company and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Company's rights in the IP Assets with the same legal force and effect as if executed by Assignor.

5. **Release.** Assignor hereby releases and discharges the Company, and its affiliates, agents, officers, directors, employees, investors, shareholders and successors (the "Company Affiliates"), from any and all debts, claims, demands, contracts, damages, liabilities, costs or expenses, actions, complaints and any and all other claims and obligations whatsoever, whether known or unknown, disclosed or undisclosed, both at law and in equity, which Assignor may now have, or may ever have in the future against the Company and Company Affiliates with respect to the IP Assets. Assignor acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

Assignor, being aware of said code section, hereby expressly waives any rights it may have thereunder, as well as under any other statute or common law principals of similar effect.

**6. Option and Exclusive License.**

6.1 Option Right. Upon the occurrence of an Option Trigger Event (as defined below) during the Option Period, Assignor shall have the option to repurchase all of Company's right, title and interest in and to the IP Assets for free. "Option Period" shall mean three (3) years from the Effective Date.

6.2 Trigger Event. An "Option Trigger Event" shall mean a failure to generate funding of at least one million dollars (\$1M) in the aggregate during the Option Period, such funding including: (a) any and all amounts paid from or payable from third parties to Company including royalties, fees, payments, equity securities and other cash or non-cash consideration; and (b) any and all funding received by Company, including funds received from any governmental grants, debt financings or equity financings. The value of any non-cash consideration received by Company shall be determined by Company's Board of Directors in good faith; provided, however, that the value of any securities traded on a securities exchange (including for the avoidance of doubt The Nasdaq Stock Market) shall be the average of the closing prices of such securities on such exchange over the ten (10) day period immediately prior to the acquisition of such securities by Company.

6.3 Exclusive License. In the event that Assignor wishes to commercialize any rights under the IP Assets in the Field, Assignor agrees to notify Company of its intention to commercialize such rights and Company will agree to grant an Exclusive license to Assignor under the IP Assets in the Field, subject to the terms and conditions of the license to be negotiated between the parties. "Field" shall mean any non-agricultural applications, except for golf course applications, reforestation applications, gardening applications, nursery applications, plant transfer applications, any water conservation applications, desert greening applications, and any related applications to the aforementioned applications. "Exclusive" shall mean that Company will not grant a license under the IP Assets in the Field to any third party, but shall not limit Company from exploiting the IP Rights, whether in or outside of the Field, including in collaboration with third parties to make, have made, use, sell, offer for sale, or import any products or services. The rights granted in this Section 6.3 will terminate upon an initial public offering of the Company or any sale or merger of the Company with another party (whether structured as a merger, reorganization, asset sale or otherwise).

**7. General.**

7.1 Counterparts. This Agreement may be signed in counterparts, which together, will constitute one original of this Agreement.

7.2 Entire Agreement. This Agreement, including all Schedules attached hereto and hereby incorporated by reference, and the Acquisition Agreement constitute the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

7.3 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California.

7.4 Headings. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

7.5 Injunctive Relief. If either party breaches, or threatens to breach any material provision of this Agreement, both parties agree that the non-breaching party would have no adequate remedy at law and would therefore be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

7.6 No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the parties hereto (and their authorized assignees) any rights, remedies or other benefits under or by reason of this Agreement.

7.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.

7.8 Waiver. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision.

*(signature page follows)*

IN WITNESS WHEREOF, the parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR:

COMPANY:

W&L POLYMERS, LTD.

MOASIS INC.

By: Michael C. Williams

By: Yohei Iwasaki

Name: Michael C. Williams

Name: Yohei Iwasaki

Title: President

Title: President

Address: Box 60302, U. of A. Postal Outlet  
Edmonton, Alberta T6E 2S6

Address: 155 Doherty Way,  
Redwood City, CA 94061

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**SCHEDULE A**

**IP ASSETS**

<b>Patent/Application Number</b>	<b>Title</b>	<b>Filing Date</b>
61/411,462	Polymeric Gels and Hydrogels	November 8, 2010
61/412,780	Polymeric Gels and Hydrogels	November 11, 2010