

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6178413

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INNERSPACE NEURO SOLUTIONS, INC.	05/06/2019
RECEIVING PARTY DATA		
Name:	IRRAS USA, INC.	
Street Address:	11975 EL CAMINO REAL	
Internal Address:	3RD FLOOR	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92130	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16915191
CORRESPONDENCE DATA		
Fax Number:	(412)471-4094	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-471-8815	
Email:	assignments@webblaw.com	
Correspondent Name:	THE WEBB LAW FIRM	
Address Line 1:	ONE GATEWAY CENTER	
Address Line 2:	420 FT. DUQUESNE BLVD, SUITE 1200	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222	
ATTORNEY DOCKET NUMBER:	6184-2003098	
NAME OF SUBMITTER:	BRYAN P. CLARK, REG. NO. 60,465	
SIGNATURE:	/Bryan P. Clark/	
DATE SIGNED:	06/30/2020	
Total Attachments: 25		
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5628193

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
INNERSPACE NEURO SOLUTIONS, INC.		05/06/2019
RECEIVING PARTY DATA		
Name:	IRRAS USA, INC.	
Street Address:	11957 EL CAMINO REAL, SUITE 304	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92130	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	6673022	
Patent Number:	5573007	
Patent Number:	7780679	
Patent Number:	8360988	
Patent Number:	8876729	
Patent Number:	9232921	
Application Number:	13129574	
Application Number:	14531836	
Application Number:	14970360	
Application Number:	14734947	
Application Number:	14643997	
Application Number:	16175658	
PCT Number:	US2015019749	
PCT Number:	US2015034950	
CORRESPONDENCE DATA		
Fax Number:	(310)327-3466	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(310) 755-7800	
Email:	khinckley@inskeeplaw.com	

Correspondent Name: CHARLES E. FREDERICKS ESQ.
Address Line 1: 2281 W. 190TH STREET, SUITE 200
Address Line 4: TORRANCE, CALIFORNIA 90504

ATTORNEY DOCKET NUMBER: IRRAS 20439-100 TO IRRAS

NAME OF SUBMITTER: CHARLES E. FREDERICKS, ESQ.

SIGNATURE: /Charles E. Fredericks, Reg. No. 51,703/

DATE SIGNED: 07/19/2019

Total Attachments: 23

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of May 6, 2019, by and between: **IRRAS USA, INC.**, a Delaware corporation ("**Purchaser**") and **INNERSPACE NEURO SOLUTIONS, INC.**, a Delaware corporation ("**Seller**"). Certain capitalized terms used but not otherwise defined in this Agreement are defined as set forth in Exhibit A.

Seller and Purchaser wish to provide for the sale of the Transferred Assets (as defined in Section 1.1) to Purchaser on the terms, and subject to the conditions, set forth in this Agreement.

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

1.1 Sale of Transferred Assets. At the Closing, Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser all of the Transferred Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "**Transferred Assets**" shall mean all assets of the Seller, including (a) all of the Intellectual Property and Intellectual Property Rights that are owned or controlled by Seller, including, but not limited to, the Intellectual Property and Intellectual Property Rights identified on Schedule 1.1(a) (the "**Transferred IP**"), (b) all rights (but none of the obligations, if any) of Seller under Contracts related to the current or future assignment to Seller (or enforcement or registration by Seller) of Intellectual Property or Intellectual Property Rights (e.g., proprietary information agreements or similar Contracts between Seller and any of the employees, contractors, or other service providers of Seller, and (c) all tangible and intangible assets of Seller, including, but not limited to, those listed on Schedule 1.1(c).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the parties agree Seller is not selling, assigning, transferring, conveying or delivering to Purchaser anything other than the Transferred Assets. All of Seller's assets that are not Transferred Assets shall be referred to herein as the "**Excluded Assets**."

1.3 Purchase Price. As consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Assets to Purchaser, on the date hereof, Purchaser shall pay to Seller the Purchase Price by wire transfer of immediately available funds to the account specified by Seller to Purchaser, which account information shall be provided to Purchaser no later than three business days prior to Closing.

1.4 No Assumption of Liabilities. Purchaser shall not assume any Liabilities of Seller (whether or not related to the Transferred Assets or the Business), and it is understood that Purchaser is expressly disclaiming any express or implied assumption of any Liabilities of Seller, which Liabilities include, but are not limited to, (i) Liabilities with respect to circumstances, actions, events or conditions occurring or existing on or before the Closing Date, (ii) those Liabilities arising in connection with the Winding Down of Seller, (iii) any Liabilities of Seller under a lease, sublease or similar arrangement (a "**Lease**"), including unpaid rent for the remaining term, if any, of the Lease after Closing, and (iv) Excluded Taxes. All Liabilities of Seller shall be referred to herein as the "**Excluded Liabilities**."

1.5 Transaction Taxes. Seller shall be responsible for the payment of all transfer taxes applicable to this transaction. These taxes, which may include transfer, conveyance, excise, sales and use, documentary taxes, among others as well as any filing and recordation fees and similar charges relating to the sale or transfer of the Assets hereunder.

1.6 Allocation. No later than 60 days following the Closing, Purchaser shall deliver to Seller an allocation schedule setting forth Purchaser's good faith allocation of the Purchase Price, and any other relevant items among the Transferred Assets for Tax purposes pursuant to Section 1060 of the Code and any other applicable Tax Legal Requirements (the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final unless Seller notifies Purchaser in writing that Seller objects to one or more items reflected in the Allocation Schedule within 30 days after delivery of the Allocation Schedule to Seller. In the event of any such objection, Seller and Purchaser shall negotiate in good faith to resolve such dispute. Purchaser and Seller shall file all Tax Returns (such as IRS Form 8594 or any other forms or reports required to be filed pursuant to Section 1060 of the Code or any comparable Legal Requirements ("**Section 1060 Forms**") in a manner that is consistent with the Allocation Schedule and refrain from taking any Tax position inconsistent therewith (including in any examination of any such Tax Return, in any refund claim or in any Proceeding unless otherwise required by a final "determination" (within the meaning of Section 1313(a) of the Code). Purchaser and Seller shall, and Seller shall cause its Affiliates to, cooperate in the preparation of Section 1060 Forms and file such Section 1060 Forms timely and in the manner required by applicable Legal Requirements.

1.7 Withholding. Purchaser shall be entitled to deduct and withhold from any payments to Seller (or its permitted designees) or any other Persons made pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to such payments under the Code or any other applicable Legal Requirements. To the extent that amounts are so withheld by Purchaser, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Seller (or its permitted designees), or any other Person, as applicable.

1.8 Agreements Relating to Transfer of Transferred Assets. Seller and Purchaser agree that any software and software documentation included in the Transferred Assets and any other Transferred Assets that can be transmitted to Purchaser by electronic transmission shall be delivered to Purchaser by electronic transmission as of or promptly (and in any event no later than five days) following the Closing and shall not be delivered to Purchaser on any tangible medium. On or promptly (and in any event no later than five days) following the Closing, Seller shall cause to be delivered to Purchaser the remaining Transferred Assets. Promptly after the delivery of any Transferred Assets to Purchaser, Seller shall destroy any remaining copies of the documents or materials (including any such documents or materials in electronic format) included in the Transferred Assets, except to the extent Seller needs to retain a copy of such documents or materials for purposes of Tax reporting or its Winding Down.

1.9 Closing. The closing of the sale of the Transferred Assets to Purchaser and the other Transactions (the "**Closing**") shall take place immediately following the execution and delivery of this Agreement on the date hereof (the "**Closing Date**"). The following shall be conditions to the Closing:

(a) Seller shall have duly executed and delivered to Purchaser a non-foreign affidavit certifying that Seller is not a foreign person for purposes of Section 1445 of the Code, dated as of the Closing Date, sworn under penalty of perjury, and in form and substance required under Section 1.1445-2(b) of the Treasury Regulations and reasonably satisfactory to Purchaser;

(b) Seller shall have duly executed and delivered to Purchaser an IRS Form W-9; and

(c) (i) The board of directors of Seller shall have unanimously approved the execution, delivery and performance of this Agreement and the Transactions and (ii) this Agreement and the Transactions shall have been approved by stockholders of Seller, representing 95% of the capital stock of Seller immediately prior to the Closing.

2. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants, to and for the benefit of the Indemnitees, as follows:

2.1 Due Organization. Seller is duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Seller has delivered to Purchaser accurate and complete copies of: (i) the certificate of incorporation of Seller, including all amendments thereto; and (ii) the bylaws or any similar organization document of Seller, including all amendments thereto.

2.2 Title to and Sufficiency of Transferred Assets. The Seller owns, and has good and valid title to, all of the Transferred Assets, free and clear of any Encumbrances. The Transferred Assets will constitute, as of the Closing, all of the Intellectual Property and Intellectual Property Rights necessary and sufficient to enable the Purchaser to conduct the Business in the manner in which the Business is currently being conducted by the Seller.

2.3 Authority; Binding Nature of Agreements. Seller has the right, power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by Seller of this Agreement has been duly authorized by all necessary action on the part of Seller and its stockholders. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.4 Non-Contravention; Consents. Seller was not, is not, and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with the execution and delivery by Seller of any of this Agreement or the consummation or performance by Seller of this Agreement.

2.5 Capitalization. Seller has previously delivered to Purchaser a schedule (the "**Capitalization Schedule**") setting forth (a) the name of each stockholder, optionholder, and warrant holder of Seller, and (b) the number and type of shares of stock, options, and warrants in Seller owned by each such Person. The Persons set forth on the Capitalization Schedule are, and will be as of the Closing, the sole holders of any rights to equity interests in Seller. No Persons other than those listed on the Capitalization Schedule have any right to vote with respect to the sale of the Transferred Assets to Purchaser or any of the other Transactions.

2.6 Brokers. Except as set forth in Schedule 2.6, Seller has not agreed or become obligated to pay, or taken any action that would reasonably be expected to result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the Transactions.

2.7 No Other Representations. Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Transferred Assets "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants, to and for the benefit of Seller, as follows, as of the Closing:

3.1 Due Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority. Purchaser has the requisite right, power and authority to enter into and to perform its obligations under this Agreement, and the execution and delivery by Purchaser of this Agreement has been duly authorized by all necessary action on the part of Purchaser.

3.3 Binding Nature of Agreements. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

3.4 No Other Representations. Except as expressly set forth in this Agreement, neither Purchaser nor any of its agents, employees or representatives has made, nor are any of them making any representation or warranty, written or oral, express or implied, including any representations and warranties about the accuracy or completeness of any information or documents previously provided, and any such other representations or warranties are hereby expressly disclaimed.

4. CERTAIN COVENANTS.

4.1 Limitation of Liability. Seller's liability under this Agreement and the Transactional Agreements, including for claims arising from fraud or intentional misconduct, shall be limited to the Purchase Price.

4.2 Further Actions. From and after the date of this Agreement, without any further consideration, Seller shall cooperate with Purchaser and shall execute and deliver such documents and take such other actions as Purchaser may reasonably request (prior to, at or after the Closing) for the purpose of evidencing the Transactions and putting Purchaser in possession and control of all of the Transferred Assets.

4.3 Discharge of Liabilities; Distribution of Purchase Price. Seller shall discharge all its Liabilities in a timely manner as such Liabilities become due and payable and in accordance with the Winding Down, which shall include, promptly following the Closing, the satisfaction.

4.4 Publicity. Seller agrees that, on and at all times after the date of this Agreement: (a) no press release or other publicity concerning any of the Transactions shall be issued or otherwise disseminated by it or on its behalf without Purchaser's prior written consent; (b) each shall (and shall cause its Affiliates and representatives to) continue to keep the terms of this Agreement strictly confidential; and (c) each shall (and shall cause its Affiliates and representatives to) keep strictly confidential, and not use or disclose to any other Person, any non-public document or other information that relates directly or indirectly to the Transactions, the Business, Purchaser or any Affiliate of Purchaser; provided, however, that any institutional investor of Seller may report the terms of the Transaction to its investors in the ordinary course of its business without naming Purchaser.

4.5 Specific Performance. Seller acknowledges and affirms that in the event of Seller's breach of this Agreement, money damages may be inadequate and Purchaser may have no adequate remedy at law. Accordingly, Seller agrees that Purchaser shall have the right, in addition to any other rights and remedies existing in its favor, to seek to enforce its rights and Seller's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief.

4.6 Seller Employee Plans; Employment Costs of Transferred Employees.

(a) Seller shall remain responsible for administering Seller Employee Plans following the Closing and shall designate a person to whom the Transferred Employees may direct any questions about benefits due to them under Seller Employee Plans after the Closing. Seller shall make all required contributions and pay all premiums required under each Seller Employee Plan or Seller Employee

Agreement on behalf of Transferred Employees with respect to periods ending prior to close of business on the date hereof in the ordinary course.

(b) Seller shall be solely responsible for all Liabilities based upon, arising out of or relating to (i) all Seller Employee Plans and Seller Employee Agreements, and (ii) the employment or termination of each Transferred Employees by Seller for all time periods ending on or prior to the date such person's employment is terminated by Seller, whether such Liabilities arise or are asserted prior to, on or after the Closing and the foregoing shall be deemed Excluded Liabilities. Purchaser or one of its Affiliates shall be solely responsible for all Liabilities based upon, arising out of or relating to (x) the employee benefit plans of Purchaser or its affiliates, as applicable, or (y) the employment of the Transferred Employees by Purchaser or its affiliates, as applicable, after such Transferred Employee first becomes a Transferred Employee.

(c) To the extent required by applicable Legal Requirements, Seller shall pay to each Transferred Employee a cash lump sum amount equal to the value of his or her unpaid bonuses, earned but unused vacation, sick pay and other paid time off as of the Closing and such payment shall be made within the time period required by applicable Legal Requirements or, if sooner, within thirty (30) days after the effective time of the Closing.

4.7 Tax Matters.

(a) Tax Cooperation and Exchange of Information. Seller and Purchaser shall provide each other with such cooperation and information as either of them reasonably may request of the other (and Seller shall cause its Affiliates to provide such cooperation and information) in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with related work papers and documents relating to rulings or other determinations by taxing authorities.

(b) Conveyance Taxes. Seller shall be liable for, shall hold Purchaser and its Affiliates harmless against, and agrees to pay any and all Conveyance Taxes. Purchaser and Seller agree to cooperate in the execution and delivery of all instruments and certificates reasonably necessary to minimize the amount of any Conveyance Taxes and to enable Purchaser and/or Seller to comply with any pre-Closing filing requirements, all at the sole cost and expense of Seller.

(c) Tax Deficiencies. Seller shall not permit to exist any Tax deficiencies (including penalties and interest) assessed against or relating to Seller with respect to taxable periods ending on or before, or including, the Closing Date of a character or nature that could reasonably be expected to result in liens or claims on any of the Transferred Assets or on Purchaser's title or use of the Transferred Assets following the Closing Date or that would reasonably be expected to result in any claim against Purchaser.

(d) Tax Apportionment. Except for Conveyance Taxes (the entirety of which shall be Excluded Taxes), all real property Taxes, personal property Taxes, and similar ad valorem obligations levied with respect to the Transferred Assets for a taxable period that includes (but does not end on) the Closing Date (collectively, the "**Apportioned Obligations**") shall be apportioned between Seller and Purchaser as of the Closing Date based on the number of days of such taxable period ending on and including the Closing Date ("**Pre-Closing Apportioned Period**") and the number of days of such taxable period beginning the day after the Closing Date through the end of such taxable period (the "**Post-Closing Apportioned Period**"). Seller shall be liable for the proportionate amount of Apportioned Obligations that is attributable to the Pre-Closing Apportioned Period. Purchaser shall be liable for proportionate amount of the Apportioned Obligations that is attributable to the Post-Closing Apportioned Period.

5. MISCELLANEOUS PROVISIONS.

5.1 Fees and Expenses. Each party shall bear and pay all fees, costs and expenses that it incurs with respect to this Agreement and the consummation of the Transactions.

5.2 Attorneys' Fees. If any Proceeding relating to this Agreement is brought against any party to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

5.3 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received: (a) when delivered by hand; (b) on the day sent by facsimile provided that the sender has received confirmation of successful transmission as of or prior to 5:00 p.m. local time of the intended recipient on such day; (c) the first business day after sent by facsimile (to the extent that the sender has received confirmation of successful transmission after 5:00 p.m. local time of the intended recipient on the day sent by facsimile); (d) if sent by registered, certified or first class mail, the third business day after being sent; and (e) if sent by overnight delivery via a national courier service, one business day after being sent, in each case to the address, facsimile telephone number or electronic mail address set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Purchaser:

IRRAS USA, Inc.
11975 El Camino Real, Suite 304
San Diego, CA 92130
Attention: Will Martin
Email: will.martin@irras.com

with a copy (which shall not constitute notice) to:

Cooley LLP
4401 Eastgate Mall
San Diego, CA 92121
Attention: Asa Henin and Tom Coll
E-mail: ahenin@cooley.com; collta@cooley.com

if to Seller:

InnerSpace Neuro Solutions, Inc.
8500 Normandale Lake Blvd, Suite 1070
Bloomington MN 55437
Attention: Andrea Crooks
Email: andrea@sightlinepartners.com

with a copy (which shall not constitute notice) to:

Fox Rothschild LLP
222 South Ninth Street, Suite 2000
Minneapolis, MN 55402

Attention: Brett Hanson
Email: bhanson@foxrothschild.com

5.4 Counterparts and Exchanges by Electronic Delivery. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

5.5 Governing Law; Venue. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(a) Any legal action or other legal proceeding relating to this Agreement or the Transactions or the enforcement of any provision of this Agreement or the Transactions shall be brought or otherwise commenced in the state courts of the State of Delaware (or, only if the state courts of the State of Delaware decline to accept jurisdiction over a particular matter, in any federal court within the State of Delaware). Each party to this Agreement:

(i) expressly and irrevocably consents and submits to the exclusive jurisdiction and venue of the state courts of the State of Delaware (or, only if the state courts of the State of Delaware decline to accept jurisdiction over a particular matter, in any federal court within the State of Delaware) in connection with any such legal proceeding;

(ii) agrees that the state courts of the State of Delaware (or, only if the state courts of the State of Delaware decline to accept jurisdiction over a particular matter, the federal courts within the State of Delaware) shall be deemed to be a convenient forum; and

(iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding brought before the state courts of the State of Delaware (or, only if the state courts of the State of Delaware decline to accept jurisdiction over a particular matter, before any federal court within the State of Delaware), any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the Transactions or the subject matter of this Agreement or the Transactions may not be enforced in or by such court.

(b) Notwithstanding anything in this Section 5.5, Seller agrees that, if any Proceeding is commenced against any Indemnitee by any Person in or before any court or other tribunal anywhere in the world, then such Indemnitee may proceed against Seller in or before such court or other tribunal with respect to any indemnification claim or other claim arising directly or indirectly from or relating directly or indirectly to such Proceeding or any of the matters alleged therein or any of the circumstances giving rise thereto.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

5.6 Successors and Assigns; Parties in Interest. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their

respective successors, assigns, heirs, executors and administrators. Seller shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement without Purchaser's prior written consent.

5.7 No Third Party Beneficiaries. None of the provisions of this Agreement are intended to provide any rights or remedies to any Person other than the parties to this Agreement and their respective successors and assigns (if any). Without limiting the generality of the foregoing, (i) no independent contractor or employee of Seller that is not a party to this Agreement shall have any rights under this Agreement and (ii) no creditor of Seller shall have any rights under this Agreement.

5.8 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative).

5.9 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the parties hereto.

5.10 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.


5.11 Entire Agreement. This Agreement and the Transactional Agreements forth the entire understanding of the parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

[Remainder of page intentionally left blank]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.


PURCHASER:

IRRAS USA, INC.

DocuSigned by:
Kleanthis G Xanthopoulos
By:  Signer Name: Kleanthis G Xanthopoulos
Name: Kleanthis G Xanthopoulos
Title: Kleanthis G Xanthopoulos
Signing Time: 5/6/2019 6:46:22 AM PDT
1B9D2CAFD3E94D27B48B3396618283E8

SELLER:

INNERSPACE NEURO SOLUTIONS, INC.

By: 
Name: NESTOR JARAMILLO JR
Title: PRESIDENT & CEO

Asset Purchase Agreement Signature Page

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

Affiliate. "Affiliate" shall mean, with respect to any specified Person, any other Person which, directly or indirectly, controls, is under common control with, or is controlled by, such specified Person, through one or more intermediaries or otherwise. For purposes of this definition, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Business. "Business" shall mean the business of Seller, conducted as of the date hereof and consistent with the conduct of the business for the 12 consecutive months up to and including the date hereof, which involves, but is not limited to intracranial pressure monitoring and drainage in the field of neurocritical care.

Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

Consent. "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any authorization from a Governmental Body).

Contract. "Contract" shall mean any written, oral, implied or other agreement, contract, understanding, arrangement, instrument, note, guaranty, indemnity, representation, warranty, deed, assignment, power of attorney, certificate, purchase order, work order, insurance policy, benefit plan, commitment, covenant, assurance or undertaking of any nature.

Conveyance Taxes. "Conveyance Taxes" shall mean all sales, use, transfer, stamp, stock transfer, recording, registration, documentary, filing, real property transfer and similar Taxes, fees or charges (together with any interest, penalties or additions in respect thereof) imposed by any Governmental Body in respect of the Transferred Assets that become payable in connection with the transactions contemplated by this Agreement.

Encumbrance. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974.

Excluded Taxes. "Excluded Taxes" shall mean (i) all Taxes of Seller or any of its Affiliates, or for which Seller or any of its Affiliates is liable, for any taxable period; (ii) all Taxes related to the Excluded Assets or Excluded Liabilities for any taxable period; (iii) all Taxes relating to the Business, or the Transferred Assets for any taxable period that ends on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, for the portion of such taxable period ending on the Closing Date, subject to Section 5.6(d); and (iv) all Conveyance Taxes.

FDA means the United States Food and Drug Administration.

Governmental Body. "Governmental Body" shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

Intellectual Property. "Intellectual Property" shall mean algorithms, apparatus, databases, data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including Source Code and executable or object code), techniques, user interfaces, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of and documentation with respect to the foregoing, such as specifications, instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

Intellectual Property Rights. "Intellectual Property Rights" shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses "(a)" through "(e)" above.

IRS. "IRS" shall mean the Internal Revenue Service of the United States.

Legal Requirements. "Legal Requirements" shall mean any federal, state, provincial, foreign, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body and any orders, writs, injunctions, awards, judgments and decrees applicable to Seller or to any of its assets, properties or businesses.

Liability. "Liability" shall mean any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

Person. "Person" shall mean any individual, entity or Governmental Body.

Proceeding. "Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or any arbitrator or arbitration panel.

Purchase Price. "Purchase Price" [REDACTED]

Representatives. "Representatives" shall mean officers, directors, managers, employees, agents, attorneys, accountants and advisors.

Seller Contract. "Seller Contract" shall mean any Contract: (a) to which Seller is a party; (b) by which Seller or any of Seller's assets is or may become bound or under which Seller has, or may become subject to, any obligation; or (c) under which Seller has or may acquire any right or interest.

Seller Employee Agreement. "Seller Employee Agreement" shall mean each management, employment, severance, consulting, relocation, repatriation or expatriation agreement or other Seller Contract between Seller and any current or former employee, independent contractor or director of Seller, other than any such contract that is terminable "at will" without any obligation on the part of Seller to make any payments or provide any benefits in connection with such termination.

Seller Employee Plan. "Seller Employee Plan" shall mean any plan, program, policy, practice, Seller Contract or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, funded or unfunded, including each "employee benefit plan," within the meaning of Section 3(3) of ERISA (whether or not ERISA is applicable to such plan), that is or has been maintained, contributed to, or required to be contributed to, by Seller for the benefit of any current or former employee, independent contractor or director of Seller, or with respect to which a Seller has or may have any liability or obligation, except such definition shall not include any Seller Employee Agreement.

Seller Product. "Seller Product" shall mean each product and designed, developed, manufactured, marketed, distributed, provided, licensed, or sold by Seller.

Source Code. "Source Code" shall mean code in any programming language in a form intelligible to trained programmers, including all comments and procedural code as well as all related development documents.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax, withholding tax or payroll tax), escheat obligation, levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), that is, has been or may in the future be (a) imposed, assessed or collected by or under the authority of any Governmental Body, or (b) payable pursuant to any tax-sharing agreement or similar Contract.

Tax Return. "Tax Return" shall mean any return, statement, report, declaration, election, certificate or other document (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, and information returns and reports) filed or required to be filed with respect to Taxes.

Transactional Agreements. "Transactional Agreements" shall mean this Agreement, including all exhibits and schedules hereto, and all other documents to be executed and delivered under this Agreement.

Transactions. "Transactions" shall mean (a) the execution and delivery of the Transactional Agreements, and (b) all of the transactions contemplated by the respective Transactional Agreements, including: (i) the sale of the Transferred Assets by Seller to Purchaser in accordance with the Agreement;

and (ii) the performance by the parties to the Transactional Agreements of their respective obligations under the Transactional Agreements, and the exercise by the parties to the Transactional Agreements of their respective rights under the Transactional Agreements.

Transferred Employee. "Transferred Employee" shall mean any employee or consultant of Seller who accepts an offer of employment by Purchaser and becomes an employee of Purchaser.

Winding Down. "Winding Down" shall mean the payoff and final resolution of all Excluded Liabilities and the complete liquidation and dissolution of the Seller, in accordance with a plan of liquidation and dissolution, substantially in the form attached hereto as **Exhibit B**.

EXHIBIT B

PLAN OF LIQUIDATION AND DISSOLUTION

INNERSPACE NEURO SOLUTIONS, INC.
PLAN OF LIQUIDATION

This Plan of Liquidation (the "**Plan**") is for the purpose of effecting the orderly liquidation and/or wind up of **INNERSPACE NEURO SOLUTIONS, INC.**, a Delaware corporation (the "**Company**"), in accordance with the Delaware General Corporation Law (the "**DGCL**") and Section 331 of the Internal Revenue Code of 1986 as follows:

The Board of Directors (the "**Board**") has determined in its reasonable business judgment that it is advisable and in the best interests of the Company and its stockholders that the Company commence an orderly liquidation and/or wind up as soon as practicable thereafter, and has appointed **Nestor Jaramillo, Chief Executive Officer** of the Company, as manager to oversee the sale of the Company's assets and the Company's liquidation and wind up, or any successor person(s) as the Board may later designate (the "**Manager**"). The Manager shall be deemed an officer of the Company for the purposes of implementing this Plan.

1. Approval of this Plan By Stockholders. The Board has adopted this Plan in accordance with the Company's current Certificate of Incorporation and Bylaws and other governing documents (collectively, the "**Charter**"). This Plan shall be submitted to the stockholders of the Company for approval and shall become effective in accordance with the resolutions approved by the Board as of the date (the "**Adoption Date**") that the requisite number of such stockholders vote or otherwise consent in writing (the "**Requisite Consent**") in favor of the approval of the Plan.

2. Potential Assignment for Benefit of Creditors. Notwithstanding anything to the contrary herein, from and after the Adoption Date, if deemed necessary or desirable by the Manager and, subject to and upon separate approval by the Board, the Company may make an assignment for benefit of its creditors under applicable state law, and thereby liquidate and wind up its affairs through such an assignment for benefit of creditors proceeding under applicable law (an "**ABC**"). Approval of the Plan will constitute the approval by the Company's stockholders of its liquidation and wind up through an ABC if later approved by the Board and the terms of any agreement with the assignee of such ABC executed by the Manager ("**ABC Agreement**"). If the Company liquidates and winds up its affairs through an ABC, all provisions of this Plan shall remain in full force and effect, except that in the event that any of the provisions of this Plan are inconsistent either with the applicable law governing the ABC ("**Applicable ABC Law**") or the ABC Agreement, then such Applicable ABC Law and/or ABC Agreement shall govern.

3. Corporate Action Following Adoption of the Plan. From and after the Adoption Date, the Manager shall complete the following corporate actions:

(a) The Company shall collect, sell, exchange or otherwise dispose of all of its remaining property and assets in one or more transactions upon such terms and conditions as the Manager, in the Manager's absolute discretion, deems expedient and in the best interests of the Company and the stockholders and creditors of the Company, without any further vote or action by the Company's stockholders. It is understood that the Company will be permitted to commence the sale and disposition of its remaining assets as soon as possible following the adoption of this Plan by the Board and approval of this Plan by the stockholders of the Company in order to attain the highest value for such assets and maximize value for its stockholders and creditors. The Company's remaining assets and properties may be sold in bulk to one buyer or a small number of buyers or on a piecemeal basis to numerous buyers. The Company will not be required to obtain appraisals or other third-party opinions as to the value of its

properties and assets in connection with the liquidation. In connection with such collection, sale, exchange and other disposition, the Manager shall use reasonable efforts to collect or make provision for the collection of all accounts receivable, debts and claims owing to the Company.

(b) The Company shall distribute to its stockholders, in accordance with the provisions in the Charter, this Plan, and the DGCL, available cash, if any, including the cash proceeds of any sale, exchange or disposition, except such cash, property or assets as are required for paying or making reasonable provision for the known liabilities and obligations of the Company ("*Available Cash*"), and provided further, that no distribution to the stockholders shall be made except in connection with the dissolution of the Company in accordance with Section 275 of the DGCL. Subject to subsection (c) below, any such distribution may occur all at once or in a series of distributions and shall be in cash or assets, in such amounts, and at such time or times, as the Manager, in the Manager's absolute discretion, may determine. If and to the extent deemed necessary, appropriate or desirable by the Manager, in the Manager's absolute discretion, the Company may establish and set aside a reasonable amount of cash and/or property (the "*Contingency Reserve*") to satisfy claims against and any unmatured or contingent liabilities and obligations of, the Company, including, without limitation, tax obligations, and all expenses of the sale of the Company's property and assets, of the collection and defense of the Company's property and assets, and the liquidation and dissolution provided for in this Plan.

(c) The Company shall file final federal and comparable state income tax reporting forms as required by applicable law, including Internal Revenue Service Form 966.

4. Stock Matters, Redemption and Cancellations of Stock.

(a) Distributions to the stockholders of the Company pursuant to this Plan, if any, shall be in complete redemption and cancellation of all of the outstanding capital stock of the Company. As a condition to receipt of any distribution to the Company's stockholders, the Manager, in the Manager's absolute discretion, may require the stockholders to (i) surrender their certificates evidencing the stock to the Company or its agents for recording of such distributions thereon or (ii) furnish the Company with evidence satisfactory to the Manager of the loss, theft or destruction of its certificates evidencing the stock, together with such surety bond or other security or indemnity as may be required by and satisfactory to the Manager.

(b) The Company will finally close its stock transfer books and discontinue recording transfers of stock on the earliest to occur of (i) the close of business on the record date fixed by the Manager for the final liquidating distribution or (ii) such other date on which the Manager, in accordance with applicable law, determines and closes such stock transfer books, and thereafter certificates representing stock will not be assignable or transferable on the books of the Company except by will, intestate succession, or operation of law.

(c) If any distribution to any stockholders cannot be made, whether because the stockholder cannot be located, has not surrendered its certificates evidencing the stock as required hereunder or for any other reason, the distribution to which such stockholder is entitled shall be transferred, at such time as the final liquidating distribution is made by the Company, to the official of such state or other jurisdiction authorized by applicable law to receive the proceeds of such distribution. The proceeds of such distribution shall thereafter be held solely for the benefit of and for ultimate distribution to such stockholder as the sole equitable owner thereof and shall be treated as abandoned property and escheat to the applicable state or other jurisdiction in accordance with applicable law. In no event shall the proceeds of any such distribution revert to or become the property of the Company.

5. Liquidating Distributions; Nature; Amount; Timing.

(a) Although the Board has not established a firm timetable for completion of the Company's liquidation if the Plan is approved by the stockholders, the Company will, subject to exigencies inherent in winding up the Company's business, complete the winding up and liquidation process as promptly as practicable. The Company plans to satisfy all of its liabilities and obligations, or make adequate provision for doing so, prior to making any distribution to its stockholders.

(b) The uncertainty of the value of the Company's assets and the ultimate amount of its liabilities and the expenses of liquidation make it impracticable to predict the aggregate net value that may ultimately be distributable to its stockholders. The Board is currently unable to predict the precise nature, amount or timing of any such distribution(s) pursuant to the Plan. The actual nature, amount and timing of, and record date for any such distribution(s) will be determined by the Manager, in the Manager's sole discretion.

(c) No assurance can be given that available cash and amounts received on the sale of assets will be adequate to provide for the Company's obligations, liabilities, expenses and claims or to make any cash distributions to the stockholders. **If such available cash and amounts received on the sale of assets are not adequate to provide for the Company's obligations, liabilities, expenses and claims, distributions to the Company's stockholders will be reduced or eliminated.**

6. Payment of Franchise Taxes. After the Adoption Date but prior to the filing of a certificate of dissolution, if applicable as determined by the Manager or as otherwise required by this Plan, the Manager shall determine and cause to be paid all franchise taxes due to or assessable by the State of Delaware including for the entire month during which the dissolution will become effective pursuant to Section 277 of the DGCL.

7. Dissolution. Following the Adoption Date and the payment of applicable franchise taxes, if (i) the Manager determines, in the Manager's absolute discretion, that there are *not* sufficient proceeds to satisfy the Company's obligations, liabilities and expenses in full (including funding any Contingency Reserve), but that dissolution is nonetheless appropriate, or (ii) as a result of the liquidation and wind up of the Company, it is determined by the Manager, in the Manager's absolute discretion, that there *are* sufficient proceeds to satisfy the Company's obligations, liabilities, and expenses in full (including funding any Contingency Reserve) and to make a distribution to the stockholders, then the Manager is authorized and directed to file a Certificate of Dissolution pursuant to Section 275 of the DGCL, and to execute all other instruments and do all other things the Manager deems advisable to wind up the affairs of the Company, pursuant to the DGCL. Adoption of this Plan by the Requisite Consent shall constitute approval by the Company's stockholders of any such filing of a Certificate of Dissolution as its act and as a part hereof as if set forth fully herein.

8. Notice to Claimants; Claims Procedure. The Manager shall (i) give appropriate notice, as applicable, of any dissolution and the procedure and deadline for the presentment of claims against the Company pursuant to Section 280 of the DGCL and (ii) implement such claims procedure. The Manager shall pay or make provision for the Company's known or determined liabilities, and distribute any remaining assets to the stockholders, pursuant to this Plan and Section 281 of the DGCL.

9. Limited Continuation of Company. Following the filing of a certificate of dissolution, if applicable, the Company shall not engage in any further business activities except for the period set forth in and purposes allowed by Section 278 of the DGCL, including without limitation the purpose of

implementing any claims procedure, prosecuting or defending suits and engaging in such activities as are necessary to enable the Company to gradually settle and close its business, liquidate, dispose of and convey its property, discharge its liabilities and distribute any remaining assets to its stockholders. The Board and the officers of the Company then in office shall continue in office solely for these purposes and shall cease to be members of the Board and/or officers of the Company upon the earlier of the completion of these activities, the date of their respective resignations, or the expiration of the continuation period set forth in Section 278 of the DGCL.

10. Continuing Employees and Consultants. For the purpose of effecting the dissolution of the Company and winding up of the Company's affairs, the Manager may hire or retain, in the Manager's sole discretion, such employees, consultants and other advisors as the Manager deem necessary or advisable to accomplish such dissolution and winding up in accordance with this Plan and the DGCL, until all affairs of the Company are settled and closed.

11. Expenses of Liquidation. The Manager shall provide, from the assets of the Company, funds for payment of the reasonable expenses of the dissolution and winding up of the Company's affairs, including filing fees and other costs required in connection with implementation of this Plan, any brokerage, agency and other fees and expenses of persons rendering services to the Company in connection with the collection, sale, exchange or other disposition of the Company's property and assets, continuation of employees and/or consultants engaged in the dissolution and winding up process, accountants' and attorneys' fees and expenses, and other reasonable fees and expenses incurred in connection with the dissolution and winding up process.

12. Provision for Continued Indemnification of Board and Officers. The Company may reserve sufficient assets and/or obtain and maintain such insurance as shall be necessary to provide for continued indemnification of the members of the Board, officers and agents of the Company, and other parties whom the Company has agreed to indemnify, to the full extent provided by the Charter, any existing indemnification agreements between the Company and any of such persons, and applicable law. The Manager, in the Manager's absolute discretion, is authorized to obtain and maintain such policies as the Manager may determine.

13. Further Actions. The Manager is hereby authorized, without further action by the Company's stockholders, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, assignments, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Manager, to implement this Plan and the transactions contemplated hereby, including, without limitation, all filings or acts required by any state or federal law or regulation to wind up the Company's affairs.

Schedule 1.1(a) - Transferred IP

See attached.

Nov 28, 2018

FILE NUMBER	COUNTRY	TITLE	SERIAL NO.	FILING DATE	STATUS	ISSUE DATE	PATENT NO.	INVENTORS	NEXT DUE DATE:ACTIVITY	NEXT DUE DATE:ACTION	NEXT DUE DATE:DUE DATE	NOTES
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REEL: 049886 FRAME: 0100

20439- 528/EP-DE	DE	Automatic Air Management System	158067454	Jun 9, 2015	Issued	Jul 18, 2018	60 2415 013 829.5	Donald E. Bobo, David Robbins Asbury	This patent is directed to the auto AMS system, focusing on the concept of having a pump enclosure and a transducer enclosure. Relatively broad claims issued in this case.
20439- 528/EP-DIV	EP	Automatic Air Management System	181836453	Jun 9, 2015	Pending			Donald E. Bobo, David Robbins Asbury	This patent is directed to the auto AMS system, focusing on the concept of having a pump enclosure and a transducer enclosure. Seeking additional apparatus claims.
20439- 528/EP-FR	FR	Automatic Air Management System	158067454	Jun 9, 2015	Issued	Jul 18, 2018	3136957	Donald E. Bobo, David Robbins Asbury	This patent is directed to the auto AMS system, focusing on the concept of having a pump enclosure and a transducer enclosure. Relatively broad claims issued in this case.
20439- 528/EP-UK	UK	Automatic Air Management System	158067454	Jun 9, 2015	Issued	Jul 18, 2018	3136957	Donald E. Bobo, David Robbins Asbury	This patent is directed to the auto AMS system, focusing on the concept of having a pump enclosure and a transducer enclosure. Relatively broad claims issued in this case.
20439- 528/PCT	PCT	Automatic Air Management System	PCT/US201503 4950	Jun 9, 2015	Completed			Donald E. Bobo, David Robbins Asbury	
20439-529	US	Air Line Protection Coupling For A Catheter	14643997	Mar 10, 2015	Issued	Nov 13, 2018	1023723	Don Eugene Bobo, David Robbins Asbury	This patent family is directed to the airline connector. Broad apparatus claims issued.
20439- 529/EP	EP	Air Line Protection Coupling For A Catheter	EP157610758	Mar 10, 2015	Pending			Don Eugene Bobo, David Robbins Asbury	Response to Search Report filed September 30, 2017. Waiting for possible allowance.
20439- 529/JP	JP	Air Line Protection Coupling For A Catheter	2016575605	Mar 10, 2015	Pending			Don Eugene Bobo, David Robbins Asbury	Awaiting first examination report.
20439- 529/PCT	PCT	Air Line Protection Coupling For A Catheter	PCT/US201503 9749	Mar 10, 2015	Completed			Don Eugene Bobo, David Robbins Asbury	
20439-529- CON	US	Air Line Protection Coupling For A Catheter	16175658	Oct 30, 2018	Pending			Don Eugene Bobo, David Robbins Asbury	This patent family is directed to the airline connector. Following up with a preliminary amendment with new claims in January of 2019.

Additional Assets – Schedule 1.1(c)

1. Legacy product development, design history files, technical files, intellectual property submissions, patent applications, manufacturing processes, quality management documents, regulatory submissions for all products, contracts, and marketing source files for Seller Products.
2. Contact information for all previous customers and all suppliers;
3. Finished goods inventory that would allow any outstanding purchase orders to be fulfilled by Purchaser immediately upon Closing;
4. Labeling, informational letters, sales training materials, trade show materials, advertising, marketing, sales and promotional materials, including all such advertising, sales training, guidance, marketing and other promotional materials and literature, submissions and correspondence sent to or received from the FDA related to the Seller Products.

Schedule 2.6

Nestor Jaramillo will be receive [REDACTED] consideration for the consummation of the Transaction.