

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6193143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SPIROSURE, INC.	06/02/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CAIRE DIAGNOSTICS INC.
<b>Street Address:</b>	7020 KOLL CENTER PKWY SUITE 110
<b>City:</b>	PLEASANTON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94566
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15824553
Application Number:	15908290
Application Number:	15936206
Application Number:	15936268
Application Number:	16024761
Application Number:	29585657
Application Number:	62862471
Patent Number:	10307080
Patent Number:	D848620
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)477-4003
<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>	
<b>Phone:</b>	415-293-8185
<b>Email:</b>	hfan@rhodesllp.com
<b>Correspondent Name:</b>	HEATHER H. FAN
<b>Address Line 1:</b>	ONE MARKET STREET, SPEAR TOWER, SUITE 3600
<b>Address Line 2:</b>	RHODES LLP
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	12000.0001.000000
<b>NAME OF SUBMITTER:</b>	HEATHER H. FAN

PATENT

<b>SIGNATURE:</b>	/Heather H. Fan/
<b>DATE SIGNED:</b>	07/09/2020
<b>Total Attachments: 8</b> source=1_Assignment_s#page1.tif source=1_Assignment_s#page2.tif source=1_Assignment_s#page3.tif source=1_Assignment_s#page4.tif source=1_Assignment_s#page5.tif source=1_Assignment_s#page6.tif source=2_RecordationCoverSheet_pto1595#page1.tif source=2_RecordationCoverSheet_pto1595#page2.tif	

## ASSIGNMENT OF PATENT

DATE: June 2, 2020  
PARTIES: Spirosure, Inc., a Delaware corporation, with its principal place of business at 7020 Koll Center Pkwy #110, Pleasanton, CA 94566 ("**Seller**")  
CAIRE Diagnostics Inc., a Delaware corporation, with its principal place of business at 7020 Koll Center Pkwy Suite 110, Pleasanton, CA 94566 ("**Buyer**")

### RECITALS

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement dated as of the date hereof (the "**Asset Purchase Agreement**"), between Seller and Buyer, Seller has agreed to sell, and Buyer has agreed to purchase, certain assets and liabilities described in the Asset Purchase Agreement.

WHEREAS, as part of the Asset Purchase Agreement, Seller has agreed to assign to Buyer certain Patents.

### ARTICLE 1. ASSIGNMENT

- A. Seller hereby assigns to Buyer all of Seller's right, title, and interest in and to the patents listed in Schedule A (the "**Patents**"), together with (a) all reissues, reexaminations, continuations, parents, continuations-in-part, divisionals and extensions (collectively "**Related Cases**") of such Patents and Patent applications; (b) patents or patent applications (i) to which any or all of the foregoing directly or indirectly claims priority, and (ii) for which any or all of the foregoing directly or indirectly forms a basis for priority; and (c) all Related Cases (whether pending, issued, abandoned or filed in the future) and foreign counterparts to any or all of the foregoing, certificates of invention and equivalent rights worldwide (collectively "**Patent Rights**"). In addition, Seller agrees to and hereby does sell, assign, transfer and convey unto Buyer all rights (i) in and to causes of action and enforcement rights for the Patent Rights, including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Patent Rights, (ii) the right to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Patent Rights, including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (iii) the rights, if any, to revive prosecution of any abandoned Patent Rights.
- B. This assignment is made by Seller to Buyer free from any notice or claim asserted or threatened by any third party due to the infringement of any patent of any person or organization. Buyer hereby accepts this assignment.

### ARTICLE 2. EFFECT OF ASSIGNMENT

This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of Seller in and to the Patents. This assignment is not executed as security in any respect. From and after the date of this assignment, Buyer will be the sole and lawful owner of the interest of Seller in and to the Patents and will have all rights of Seller in relation to the Patents.

### ARTICLE 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

Seller represents and warrants that Seller is the sole and absolute owner of the Patents, and Seller has good and valid right to sell and convey the Patents to Buyer.

#### **ARTICLE 4. FUTURE ASSURANCES**

Seller will, upon the request of Buyer, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this assignment.

#### **ARTICLE 5. CONFLICTS**

This Assignment is subject in all events to the terms and conditions of the Asset Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.


[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed as of the day and year first above written.

**Spirosure, Inc.**

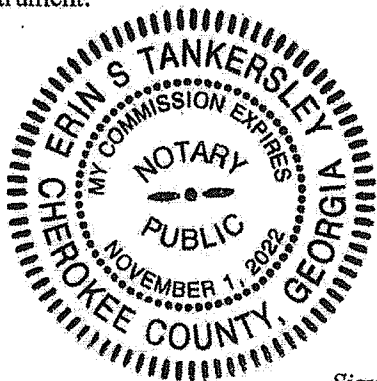
By: \_\_\_\_\_  
Name: Solomon Ssenyange  
Title: Chief Executive Officer


**CAIRE Diagnostics Inc.**

By:   
Name: Earl Lawson  
Title: President and Chief Executive Officer

STATE OF GEORGIA )  
COUNTY OF CHEROKEE )

On the 2nd day of June in the year 2020, before me, the undersigned, personally appeared Earl Lawson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
\_\_\_\_\_  
Notary Public  
My commission expires 11/1/2022

*Signature Page to Assignment of Patent*

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed as of the day and year first above written.

Spirosure, Inc.

Spirosure, Inc.

By: <sup>DocuSigned by:</sup> Solomon Ssenyange  
B0222793CA90484  
Solomon Ssenyange, Chief Executive Officer

**Schedule A**

Patents

<b>Title</b>	<b>Country</b>	<b>Patent No./ Serial No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Mouthpiece for a respiratory monitor	United States	PN: D848,620 SN: 29/585,663	Nov. 28, 2016	May 14, 2019
Apparatus and method for offline collection of breath samples for nitric oxide measurement	PCT	PN: n/a SN: PCT/US2018/040508	Jun. 30, 2018	n/a
Apparatus and Method for Offline Collection of Breath Samples for Nitric Oxide Measurement	United States	PN: n/a SN: 16/024,761	Jun. 30, 2018	n/a
Gas detection apparatus	PCT	PN: n/a SN: PCT/US2018/035285	May 31, 2018	n/a
Combined Sensor Apparatus for Breath Gas Analysis	United States	PN: n/a SN: 15/936,268	Mar. 26, 2018	n/a
Hyperglycemic Sensor Apparatus for Breath Gas Analysis	United States	PN: n/a SN: 15/936,206	Mar. 26, 2018	n/a
Nitric oxide detection device with reducing gas	United States	PN: n/a SN: 15/908,290	Feb. 28, 2018	n/a
Handpiece for Respiratory Monitor	United States	PN: n/a SN: 15/824,553	Nov. 28, 2017	n/a
Respiratory monitor	United States	PN: 10,307,080 SN: 14/495,853	Sep. 24, 2014	Jun. 4, 2019
Respiratory monitor	South Korea	PN: n/a SN: KR20167023560	Mar. 6, 2015	n/a
Respiratory monitor	Brazil	PN: n/a SN: BR 11 2016 020105-1	Aug. 31, 2016	n/a
Respiratory monitor	India	PN: n/a SN: IN201627029163	Aug. 26, 2016	n/a
Asthma Management System	United States	PN: n/a SN: 62/862,471	Jun. 17, 2019	n/a
Handpiece ( <i>Design</i> )	United States	PN: SN: 29/585,657	Nov. 28, 2016	n/a

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date
Handpiece ( <i>Design</i> )	Europe	PN: SN: 004012862	May 22, 2017	n/a
Handpiece ( <i>Design</i> )	Europe	PN: SN: 004013290	May 22, 2017	n/a



### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Spirosure, Inc.

**2. Name and address of receiving party(ies)**

Name: CAIRE Diagnostics Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 2, 2020

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

Street Address: 7020 Koll Center Pkwy Suite 110

City: Pleasanton

State: CA

Country: U.S. Zip: 94566

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Attachment.

See Attachment.

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Glenn W. Rhodes/ Heather H. Fan

Internal Address: Rhodes LLP

Street Address: One Market Street  
Spear Tower, Suite 3600

City: San Francisco

State: CA Zip: 94105

Phone Number: (415) 293-8185

Docket Number: 12000.0001.000000

Email Address: hfan@rhodesllp.com

**6. Total number of applications and patents involved: 9**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-6195

Authorized UserName Heather H. Fan

**9. Signature:** /Heather H. Fan/

July 9, 2020

Signature

Date

Heather H. Fan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 053166 FRAME: 0911**

**ATTACHMENT**  
**TO RECORDATION FORM COVER SHEET**

*Continuation of information for Item 4*

**4. Application or patent numbers(s):**

A. Patent Application No.(s)

15/824,553

15/908,290

15/936,206

15/936,268

16/024,761

29/585,657

62/862,471

B. Patent No.(s)

10,307,080

D848,620