

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6271140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DOSE SAFETY, INC.	08/20/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEXCOM, INC.	
<b>Street Address:</b>	6340 SEQUENCE DRIVE	
<b>City:</b>	SAN DIEGO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	92121	
<b>PROPERTY NUMBERS Total: 10</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8548544	
<b>Patent Number:</b>	9056168	
<b>Patent Number:</b>	9694133	
<b>Patent Number:</b>	10080842	
<b>Patent Number:</b>	10668214	
<b>Application Number:</b>	60904495	
<b>Application Number:</b>	60859625	
<b>Application Number:</b>	60815235	
<b>Application Number:</b>	16857030	
<b>PCT Number:</b>	US2007014477	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)760-9502	
<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>	8587074000	
<b>Email:</b>	efiling@knobbe.com	
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR, LLP	
<b>Address Line 1:</b>	2040 MAIN STREET	
<b>Address Line 2:</b>	14TH FLOOR	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	DEXCOM.000GEN	

PATENT

<b>NAME OF SUBMITTER:</b>	ROSE M. THIESSEN
<b>SIGNATURE:</b>	/Rose M. Thiessen/
<b>DATE SIGNED:</b>	08/27/2020
<b>Total Attachments: 8</b> source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page1.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page2.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page3.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page4.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page5.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page6.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page7.tif source=Please_DocuSign_Dose_Safety_-_Asset_Purchase#page8.tif	

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “**Agreement**”), is made and entered into as of August 20, 2020 by and between Dose Safety, a Washington corporation (the “**Company**”) and DexCom, Inc., a Delaware corporation (the “**Buyer**”).

**WHEREAS**, the Company is the owner of the Purchased Assets (as defined below).

**WHEREAS**, the Buyer desires to purchase the Purchased Assets from the Company, and the Company desires to sell the Purchased Assets to the Buyer, upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements contained herein, the parties hereto hereby agree as follows:

### **ARTICLE I.**

#### **PURCHASE AND SALE OF THE PURCHASED ASSETS.**

Section 1.1. Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing Date (as defined below), in consideration for the payment set forth in Section 1.4 and the assumption of the Assumed Liabilities (as defined below), the Company hereby sells, assigns, transfers, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Company, all of the right, title and interest of the Company in the Purchased Assets free and clear of any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease, charge, imperfection of title, title exception, title defect, right of possession, adverse claim, interference or restriction on transfer of any kind (collectively, a “**Lien**”). The “**Purchased Assets**” means the assets listed on Exhibit A hereto and all of the Intellectual Property (defined below) of the Company and all associated rights, remedies and causes of actions, including the right to seek and obtain injunctive relief and to recover damages for past, present and future infringement of such Intellectual Property. “**Intellectual Property**” means any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) inventions (whether patentable or not), trade secrets, proprietary information, know how, technology, technical data, and all documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) algorithms, software and software programs; (v) domain names, (vi) industrial designs and any registrations and applications therefor; (vii) trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (viii) all databases and data collections and all rights therein; (ix) all moral rights of authors, and (x) any similar or equivalent rights to any of the foregoing (as applicable).

Section 1.2. Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, the Buyer hereby agrees, effective on the Closing Date (as defined below), to assume from the Company only those liabilities arising from the Purchased Assets, solely to the extent such liabilities arise after the Closing for reasons other than any act, event, omission, breach,

violation or default (including of this Agreement) by the Company (collectively, the “**Assumed Liabilities**”).

Section 1.3. Excluded Liabilities. Notwithstanding anything to the contrary herein, all of the liabilities of the Company except the Assumed Liabilities are herein referred to as the “**Excluded Liabilities**,” and the Buyer shall not assume any such obligations or liabilities of any nature whatsoever, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, asserted or unasserted, known or unknown. For the avoidance of doubt, Excluded Liabilities include: (a) all liabilities of the Company for taxes with respect to any taxable period and all tax liabilities arising out of or attributable to the Purchased Assets or to the Company’s use, operation or ownership thereof for periods or portions thereof up to and including the Closing Date (as defined below); and (b) all liabilities and obligations related to the Purchased Assets that arose prior to the Closing.

Section 1.4. Consideration. In consideration for the Purchased Assets, the Buyer shall pay to the Company two hundred fifty thousand dollars (\$250,000.00) (the “**Consideration**”).

Section 1.5. Closing. The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place by the exchange of the closing deliverables set forth in Section 1.6 via mail, courier, hand delivery and/or email on the date of execution by the parties of this Agreement (the “**Closing Date**”), unless another time, date or place is agreed to in writing by the parties hereto. On the Closing Date, all of the right, title and interest of the Company in and to the Purchased Assets shall pass to the Buyer in accordance with Section 1.1.

Section 1.6. Closing Deliverables. On the Closing Date: (a) the Buyer shall deliver (or cause to be delivered) to the Company (i) a counterpart of this Agreement duly executed by the Buyer, and (ii) the Consideration, and (b) the Company shall deliver (or cause to be delivered) to the Buyer (i) possession of all of the Purchased Assets and (ii) a counterpart of this Agreement duly executed by the Company.

Section 1.7. Taking of Necessary Action; Further Action. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Buyer with full right, title and interest in, to and under, and/or possession of all of the Purchased Assets, the Company and the Buyer shall take any such action. Without limiting the foregoing, the Company shall, without limiting the obligations under this Agreement, (a) promptly deliver to the Buyer, at the Company’s cost, any assets included in the Purchased Assets not delivered to the Buyer at the Closing, and (b) provide any cooperation reasonably requested by the Buyer, including by promptly executing and delivering to the Buyer, at the Buyer’s cost, any and all such further documents as necessary to confirm and/or record the transfer of title to the Purchased Assets to the Buyer. The Company hereby appoints the Buyer as its attorney-in-fact to execute and deliver such documents if the Buyer is unable, after using reasonable efforts, to obtain the Company’s assistance with respect to any such document.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As an inducement to the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Company represents and warrants to the Buyer as follows:

Section 2.1. Authorization and Enforceability. To the Company's knowledge, the Company has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and thereby. To the Company's knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Company has been duly authorized by all necessary action on the part of the Company, and does not violate any applicable laws or agreements to which the Company is bound. The word "knowledge," when used in relation to the Company, means the actual knowledge of Richard Mauseth, Bob Kircher, and Don Matheson.

Section 2.2. Title to Purchased Assets. To the Company's knowledge, the Company holds good and valid title to all of the Purchased Assets, free and clear of any Liens.

Section 2.3. No Third Party Rights. To the Company's knowledge, the Company has not, prior to the execution of this Agreement, assigned, transferred, licensed, pledged or otherwise encumbered the Purchased Assets, in whole or in part, nor agreed to do so.

Section 2.4. No Judgments. To the Company's knowledge, there is no outstanding decree, order, or judgment against the Company restricting in any material respect the use, transfer or licensing of the Purchased Assets or challenging the validity, enforceability, ownership or use of the Purchased Assets, other than decrees, orders or judgments explicitly naming the Buyer.

Section 2.5. No Infringement Claims. The Company has no knowledge of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Purchased Assets other than claims explicitly naming the Buyer.

Section 2.6. No Undisclosed Liabilities. To the Company's knowledge, as of the Closing Date, there are no outstanding liabilities arising out of the Purchased Assets other than as set forth on Schedule 2.6.

## ARTICLE III.

### MISCELLANEOUS

#### Section 3.1. As-Is Sale; Disclaimers; Release

(a) IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, THE COMPANY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) THE BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE COMPANY SHALL SELL AND CONVEY TO THE BUYER AND THE BUYER SHALL ACCEPT THE PURCHASED ASSETS “AS IS, WHERE IS, WITH ALL FAULTS.” THE BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND THE COMPANY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REQUIRED ASSETS OR RELATING THERETO MADE OR FURNISHED BY THE COMPANY OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. THE BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD “AS IS, WHERE IS, WITH ALL FAULTS.”

(c) THE BUYER ACKNOWLEDGES TO THE COMPANY THAT THE BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS THE BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. THE BUYER FURTHER WARRANTS AND REPRESENTS TO THE COMPANY THAT THE BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF THE COMPANY, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. THE BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY THE BUYER’S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) THE BUYER ACKNOWLEDGES THAT SOME PURCHASED ASSETS MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY THE COMPANY OR OTHERWISE ACQUIRED BY THE COMPANY. THE BUYER UNDERSTANDS THAT THE COMPANY IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY THE COMPANY AS A PART OF THIS AGREEMENT. THE BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID ASSETS.

Section 3.2. No Indemnification by the Company. The Company is selling to the Buyer the Purchased Assets “as is” and “where is”, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above) and does not agree to defend, indemnify or hold harmless the Buyer, any parent, subsidiary or affiliate of the Buyer or any director, officer, employee, stockholder, agent or attorney of the Buyer or of any parent, subsidiary or affiliate of

the Buyer from and against and in respect of any loss which arises out of or results from the transaction described herein.

Section 3.3. Press Releases and Public Announcements. The Company shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this Agreement or identifying the Buyer without the prior written approval of the Buyer.

Section 3.4. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

Section 3.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts entered into and wholly to be performed in the State of California by California residents, without regard to principles of conflicts of law.

Section 3.6. Expenses. Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby. The Company shall be responsible for and pay all state and local sales, transfer, excise, value-added or other similar taxes, ~~and all recording and filing fees~~ that may be imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets.

Section 3.7. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

Section 3.8. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be given to the party at the address specified on the signature page to this Agreement. Any party may change its address for the purpose of this Section by giving the other parties written notice of its new address in the manner set forth above.

Section 3.9. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 3.10. Entire Agreement. This Agreement and schedules hereto, if any, contain the entire understanding between the parties hereto with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules hereto and any documents and

instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

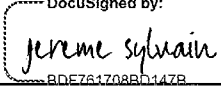
Section 3.11. Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 3.12. Counterparts; Evidence of Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Signatures of any party transmitted by facsimile or electronic mail shall be treated as and deemed to be original signatures for all purposes, and will have the same binding effect as if they were original, signed instruments delivered in person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

**DEXCOM, INC.**

DocuSigned by:  
  
 DBC62C6B2AC8488...

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Name: jereme sylvain  
 Title: VP, Finance

**DOSE SAFETY, INC.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**Schedule 2.6—Outstanding Liabilities Arising Out of the Purchased Assets**

DocuSigned by:  
*Richard Mauseth*  
4D8BA1886B824BD...

## **EXHIBIT A**

### List of Assets

- U.S. Patent No. 8,548,544
- U.S. Patent No. 9,056,168
- U.S. Patent No. 9,694,133
- U.S. Patent No. 10,080,842
- U.S. Patent No. 10,668,214
- PCT/US2007/014477 and associated national stage patents and applications
- pending CON, US S/N 16/857,030

### Provisional patent applications:

- 60/904,495
- 60/859,625
- 60/815,235