

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6366550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DTHERA SCIENCES	09/10/2020
DTHERA SCIENCES OPERATIONS, INC.	09/10/2020
RECEIVING PARTY DATA	
Name:	DTHERA ACQUISITION, LLC
Street Address:	3053 FILLMORE ST, SUITE 256
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94123
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	11708744
Application Number:	62132401
Application Number:	15069310
Application Number:	15557216
Application Number:	62689004
PCT Number:	US2019038583
PCT Number:	US2019038568
Application Number:	62688269
Application Number:	29654375
Application Number:	62438445
Application Number:	62484327
Application Number:	15850386
Application Number:	16905556
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	(650)493-9300
Email:	shae.jackson@WSGR.com, patentdocket@WSGR.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI
Address Line 1: 650 PAGE MILL ROAD
Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 53638/58950

NAME OF SUBMITTER: SHAE JACKSON

SIGNATURE: /Shae Jackson/

DATE SIGNED: 10/23/2020

Total Attachments: 3

source=Dthera to Ionic Confirmatory Assignment-signed copy#page1.tif

source=Dthera to Ionic Confirmatory Assignment-signed copy#page2.tif

source=Dthera to Ionic Confirmatory Assignment-signed copy#page3.tif

Dthera Sciences, a corporation incorporated under the laws of the State of Nevada, having a place of business at 3053 Fillmore St, Suite 256, San Francisco, California 94123, and **Dthera Sciences Operations, Inc.**, a corporation incorporated under the laws of the State of Delaware, having a place of business at 3053 Fillmore St, Suite 256, San Francisco, California 94123, (together the "Assignors"), desires to confirm assignment of the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to **Dthera Acquisition, LLC**, a limited liability company formed under the laws of the State of Delaware, having a place of business at 3053 Fillmore St, Suite 256, San Francisco, California 94123, (the "Assignee"), and Assignee desires to confirm acquisition of such right, title and interest, all on the terms and conditions set forth in this Patent Assignment, having an effective date of May 14, 2020.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors have collectively obtained the entire right, title and interest in and to certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

- Patents and Patent Applications listed in ANNEX A:

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Assignors does hereby confirm that the Assignors have collectively sold, assigned, transferred and conveyed unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Assignors hereby confirms that the Assignors have covenanted and agreed to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, and assigns, and shall be binding upon said Assignors and its assigns.

5. Said Assignors hereby warrants, represents and covenants that Assignors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

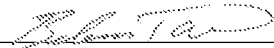
6. Said Assignors hereby requests that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of the California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

CONFIRMATORY PATENT ASSIGNMENT

Docket Number 53638/58950

IN WITNESS WHEREOF, said Assignors has executed and delivered this instrument to said Assignee as of the date written below:

AGREED TO BY ASSIGNORS: **Dthera Sciences Operations, Inc.**
Dthera SciencesDate: 09/10/2020Signature: Name: Brendan T. O'NeilTitle: Partner for Ionic Ventures LLC, as Agent under the authority of the Uniform
Commercial Code for
Dthera Sciences, a Nevada Corporation
Dthera Sciences Operations, Inc., a Delaware CorporationRECEIVED AND AGREED TO BY ASSIGNEE: **Dthera Acquisition, LLC**Date: 09/10/2020Signature: Name: Brendan T. O'Neil

Title: Partner for Ionic Ventures, LLC (Manager of Dthera Acquisition, LLC)

ACKNOWLEDGED, ACCEPTED & AGREED BY: **Dthera Sciences Operations, Inc.**
Dthera SciencesEffective Date May 14 2020
Date: _____Signature: Name: Edward Cox, on behalf of
Dthera Sciences, a Nevada Corporation
Dthera Sciences Operations, Inc., a Delaware Corporation**ANNEX A**

<u>Application No. /</u> <u>Patent No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Title</u>
---	--------------------	----------------	--------------

CONFIRMATORY PATENT ASSIGNMENT			Docket Number 53638/58950
11/708,744 / US 7,721,946	02-21-2007	US	SENIOR CITIZEN COMMUNICATION SYSTEM
62/132,401	03-12-2015	US	COMPUTERIZED STORY CAPTURE SYSTEM AND METHOD
15/069,310	03-14-2016	US	STORY CAPTURE SYSTEM
15/557,216	09-11-2017	US	STORY CAPTURE SYSTEM
PCT/US2016/022198	03-11-2016	WO	STORY CAPTURE SYSTEM
62/689,004	06-22-2019	US	DOCKING STATION SYSTEM
PCT/US2019/038583	06-21-2019	WO	DOCKING STATION SYSTEM
62/688,269	06-21-2018	US	REMINISCENCE THERAPY AND MEDIA SHARING PLATFORM
PCT/US2019/038568	06-21-2019	WO	REMINISCENCE THERAPY AND MEDIA SHARING PLATFORM
29/654,375	06-22-2018	US	ELECTRONIC DEVICE AND DOCKING STATION
62/438,445	12-22-2016	US	THERAPEUTIC USES OF DIGITAL STORY CAPTURE SYSTEMS
62/484,327	04-11-2017	US	THERAPEUTIC USES OF DIGITAL STORY CAPTURE SYSTEMS FOR CANCER PATIENTS
15/850,386	12-21-2017	US	THERAPEUTIC USES OF DIGITAL STORY CAPTURE SYSTEMS
16/905,556	06-18-2020	US	THERAPEUTIC USES OF DIGITAL STORY CAPTURE SYSTEMS