

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PETER A. ROSOMOFF	11/13/2020
ROBERT E. HOFFMAN	11/16/2020
SALVATORE ANSELM	11/13/2020
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<b>Postal Code:</b>	63121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17098011
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<b>Fax Number:</b>	
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<b>DATE SIGNED:</b>	11/23/2020
<b>Total Attachments: 5</b>	
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## ASSIGNMENT

Each person (an "Assignor") signing below has made or authorized to be made the following one or more patent applications ("Patent Applications"):

U.S. Application No. 17/098,011, filed November 13, 2020, titled SMART PILL DISPENSER; and

As background, the Patent Applications disclose, whether claimed or unclaimed, one or more inventions ("Inventions"), of which Assignor is an original inventor or an original joint inventor. Express Scripts Strategic Development, Inc. ("Assignee"), having a place of business at One Express Way, St. Louis, Missouri 63121, desires to acquire all right, title, and interest in and to "Intellectual Property" (as defined below) including the Inventions and the Patent Applications.

Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment, including by operation of law or agreement, from Assignor to Assignee of any part of the Intellectual Property.

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  - f. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
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Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) to issue the official grant to Assignee.

## ASSIGNMENT

Assignor represents that Assignor has not entered, and agrees that Assignor will not enter, into any assignment, sale, license, agreement, transfer, or encumbrance that conflicts or will conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings before administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity or infringement), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *inter partes* review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments and documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and

accessible to Assignor, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

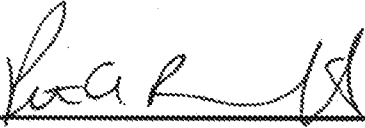
For any reason, including by operation of law, in any respect and in any jurisdiction:

1. to the extent that the assignment, sale, and transfer fails, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
2. to the extent that the exclusive license fails, the exclusive license will operate as a non-exclusive license; and
3. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not to sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions will remain in full force and effect, and Assignor and Assignee request the court or tribunal making such a finding to substitute an enforceable provision that most closely reflects the original.

Assignor grants Express Scripts Strategic Development, Inc. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above, or to correct any typographical errors in application numbers, filing dates, and titles, for any of the Patent Applications after execution of this Assignment.

ASSIGNMENT



Peter A. Rosomoff

11/17/2020

Date

Robert E. Hoffman

Date

Salvatore Anselmi

Date

ASSIGNMENT

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Peter A. Rosomoff

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Date



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Robert E. Hoffman

11-16-20

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Date

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Salvatore Anselmi

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Date

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Peter A. Rosomoff

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Date

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Robert E. Hoffman

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Date

*Salvatore Anselmi*  
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Salvatore Anselmi

*11-13-2020*  
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Date