### 506586575 03/31/2021

## **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6633357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ANDRU ZELLER	03/29/2021

### **RECEIVING PARTY DATA**

Name:	GREEN LEAF ENGINUITY LLC	
Street Address:	202 MORNINGSIDE DRIVE SE	
City:	ALBUQUERQUE	
State/Country:	NEW MEXICO	
Postal Code:	87108	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	
Application Number:	62626260	
Application Number:	62732435	
Application Number:	16268177	

### **CORRESPONDENCE DATA**

**Fax Number:** (646)712-8005

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.

**Phone:** 6467590958

Email: uspto@zellerip.com

Correspondent Name: ZELLER IP GROUP PLLC

Address Line 1: 155 WATER ST

Address Line 2: SUITE 6-6

Address Line 4: BROOKLYN, NEW YORK 11201

ATTORNEY DOCKET NUMBER:	JUSTHE-105002
NAME OF SUBMITTER:	KYLE ZELLER
SIGNATURE:	/Kyle Zeller/
DATE SIGNED:	03/31/2021

**Total Attachments: 10** 

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> PATENT REEL: 055786 FRAME: 0677

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PATENT REEL: 055786 FRAME: 0678

## **Intellectual Property Assignment Agreement**

This Intellectual Property Assignment Agreement (the "Agreement"), dated as of March 29, 2021 (the "Effective Date"), is entered by and among Andru Zeller, an individual, and Just Health Care LLC, a company doing business at 617 Solano Dr. SE, Albuquerque, NM 87108, US (collectively the "Assignors" and each an "Assignor"), and Green Leaf Enginuity LLC, a company doing business at 202 Morningside Drive SE, Albuquerque, NM 87108, US (the "Assignee").

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- I. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title, goodwill, and interest in and to the following (collectively, the "Intellectual Property Assets"):
  - A. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the "Copyrights");
  - B. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
  - C. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

- D. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto (collectively, the "Patents");
- E. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- F. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");
- G. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Domain Names");
- H. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the "Social Media Accounts");
- I. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- J. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");
- K. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

- L. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- II. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.
- III. <u>Further Assurances</u>. Following the Effective Date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.
- IV. <u>Entire Agreement</u>. This Agreement, including the Exhibits hereto, contains the entire agreement among the parties with respect to the transactions contemplated hereby, and supersede all prior agreements, written or oral, with respect thereto.
- V. <u>Amendment and Assignment</u>. This Agreement may not be amended or altered except by a written instrument executed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns
- VI. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- VII. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico.

VIII. <u>Counterparts</u>; <u>Electronic Signatures</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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**IN WITNESS WHEREOF**, the parties have duly executed this Intellectual Property Assignment Agreement as of the Effective Date.

## **Assignors:**

Just Health Care LLC

Andru Zeller Managing Member

Docusigned by:

andre Eeller

882EC1F4FF92478...

Andru Zeller

## Assignee:

Green Leaf Enginuity LLC

By: \_\_\_\_\_\_BDCuSigned by: \_\_\_\_\_\_BULLY & LULY & LULY

Andru Zeller Managing Member

# Exhibit A

# Copyrights

Country	Туре	Reg. No.	Work	Owner
US	Copyright	TXu002116212	GLADemr	Just Health Care LLC

# Exhibit B

## **Patents**

Country	Туре	Serial No.	Title	Issue / Filing Date	Status
US	Utility Pat. App.	16/268,177	Systems and Methods for Detecting and Characterizing Pain	2019-02-05	Pending
US	Provisional Pat. App.	63/153,671	FINGERTIP PRESSURE BIOSENSOR SYSTEM	2021-02-25	Pending

# Exhibit C

## **Trademarks**

Country	Туре	Serial No.	Title	Owner	Reg. / Filing Date	Status
US	Trademark	88683499	PAINSCAN	Andru Zeller	2019-11-07	Pending
US	Trademark	88683518	PAINSCAN 3D	Andru Zeller	2019-11-07	Pending
US	Trademark	88683526	PAINSCAN 4D	Andru Zeller	2019-11-07	Pending

# Exhibit D

## **Domain Names**

painscansystem.com	
main saa navatama aam	
painscansystems.com	
painscan3d.com	
gladehr.com	
glademr.com	

**RECORDED: 03/31/2021** 

# Exhibit D

## **Social Media Accounts**

Twitter - @painscan
Instagram - @painscan
Instagram - @glademr
Twitter - @glademr

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