

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6725693

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIFE BOOST LLC	06/01/2017
RECEIVING PARTY DATA		
Name:	LIFE BOOST INC.	
Street Address:	46701 COMMERCE CENTER DRIVE	
City:	PLYMOUTH	
State/Country:	MICHIGAN	
Postal Code:	48170	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17328169	
CORRESPONDENCE DATA		
Fax Number:	(248)358-3351	
<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:	2483584400	
Email:	apage@brookskushman.com	
Correspondent Name:	BROOKS KUSHMAN P.C.	
Address Line 1:	1000 TOWN CENTER	
Address Line 2:	SUITE 2200	
Address Line 4:	SOUTHFIELD, MICHIGAN 48075	
ATTORNEY DOCKET NUMBER:	LIBO 0110 PUSA2	
NAME OF SUBMITTER:	TIFFANY A. FIDLER	
SIGNATURE:	/Tiffany A. Fidler/	
DATE SIGNED:	05/24/2021	
Total Attachments: 12		
source=assignment_lifeboostinc#page1.tif		
source=assignment_lifeboostinc#page2.tif		
source=assignment_lifeboostinc#page3.tif		
source=assignment_lifeboostinc#page4.tif		
source=assignment_lifeboostinc#page5.tif		

source=assignment_lifeboostinc#page6.tif
source=assignment_lifeboostinc#page7.tif
source=assignment_lifeboostinc#page8.tif
source=assignment_lifeboostinc#page9.tif
source=assignment_lifeboostinc#page10.tif
source=assignment_lifeboostinc#page11.tif
source=assignment_lifeboostinc#page12.tif

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the **CERTIFICATE OF CONVERSION AND ARTICLES OF INCORPORATION**

for

LIFE BOOST LLC

ID Number: D8742U

TO

LIFE BOOST INC.

ID Number: 07494K

received by facsimile transmission on June 1, 2017, is hereby endorsed.

Filed on June 1, 2017, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of June, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission

PATENT

REEL: 056350 FRAME: 0955

CSCLUCD-754 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Carle Leahy - Bodman PLC		
Address 201 S. Division St., Suite 400		
City	State	ZIP Code
Ann Arbor	Michigan	48104
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF CONVERSION

For use by a Limited Liability Company Converting into a Business Organization

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporation) and Act 23, Public Acts of 1993 (limited liability companies), the undersigned limited liability company executes the following Certificate of Conversion:

1. Before Conversion

Entity Name:		Entity ID:
Life Boost LLC		08742U
Indicate (X) Entity Type	<input checked="" type="checkbox"/>	Domestic Limited Liability Company
	Street Address, if different than the one provided in Item 3:	
	<input type="checkbox"/>	Foreign Limited Liability Company

2. After Conversion

Entity Name:	
Life Boost Inc.	
Indicate (X) Entity Type	<input checked="" type="checkbox"/> Domestic Profit Corporation
	<input type="checkbox"/> Domestic Nonprofit Corporation
	<input type="checkbox"/> Foreign Profit Corporation
	<input type="checkbox"/> Foreign Nonprofit Corporation
	<input type="checkbox"/> Domestic Limited Liability Company
	<input type="checkbox"/> Foreign Limited Liability Company
If the converting limited liability company is a domestic limited liability company that has not commenced business, has not issued any membership interests, has no debts or other liabilities, and has not received or returned any payments for its membership interests, proceed to Item 4. If the converting limited liability company is a domestic limited liability company that has commenced business or a foreign limited liability company, proceed to Item 3.	

06/01/2017 2:35PM (GMT-04:00)

PATENT

REEL: 056350 FRAME: 0956

3. Surviving Business Organization

Governing Statute:
Michigan Business Corporation Act
Street Address:
48701 Commerce Center Drive, Plymouth, Michigan 48170
Principal Place of Business:
48701 Commerce Center Drive, Plymouth, Michigan 48170

4. (Complete only if a later effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document by the administrator.)

The conversion is effective on the _____ day of _____.
--

The plan of conversion will be furnished by the surviving business organization, on request and without cost, to any member of the converting limited liability company.

The conversion is permitted by the law that will govern the internal affairs of the business organization after conversion and the surviving business organization complies with that law in converting.

5. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the conversion are:

Assumed Name	Expiration Date
Tespo	12/31/2020

6. The converting limited liability company's name and/or assumed name(s) to be used as new assumed name(s) of the surviving business organization:

Assumed Name

06/01/2017 2:35PM (GMT-04:00)

PATENT

REEL: 056350 FRAME: 0957

7. Signatures: Complete only Section (a) or (b) if the converting entity is a domestic limited liability company. Proceed to Item 8 if the converting entity is a foreign limited liability company.

Complete if the domestic limited liability company has not commenced business:

- a) The domestic limited liability company has not yet commenced business, has not issued any membership interests, has no debts or other liabilities, and has not received or returned any payments for its membership interests and the plan of conversion was adopted and approved by unanimous consent of the organizers, in accordance with Section 708(1)(d) of the Act.

Signed this _____ day of _____,

(Signature of Organizer)

(Signature of Organizer)

(Type or Print Name)

(Type or Print Name)

(Signature of Organizer)

(Signature of Organizer)

(Type or Print Name)

(Type or Print Name)

Complete if the domestic limited liability company has commenced business:

- b) The plan of conversion was adopted and approved by the unanimous vote of the members, entitled to vote, unless the articles of organization or operating agreement provide otherwise, in accordance with Section 708(1)(c) of the Act.

Signed this 1 day of June, 2017.

By _____

(Signature of Member, Manager or Authorized Agent)

Ted Mills

(Type or Print Name)

06/01/2017 2:35PM (GMT-04:00)

PATENT

REEL: 056350 FRAME: 0958

CSCL/CD-300 (Rev. 08/15)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Carrie Leahy - Bodman PLC

Address

201 S. Division St., Suite 400

City

Ann Arbor

State

Michigan

ZIP Code

48104

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 264, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

Life Boost Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 15,000,000

Preferred Shares

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

See Exhibit A

ARTICLE IV

1. The name of the resident agent at the registered office is: Chase R. Linton

2. The street address of the location of the registered office is:

46701 Commerce Center Drive

Plymouth

Michigan

48170

(Street Address)

(City)

(Zip Code)

3. The mailing address of the registered office if different than above:

(P.O. Box or Street Address)

(City)

Michigan

(Zip Code)

06/01/2017 2:35PM (GMT-04:00)

PATENT**REEL: 056350 FRAME: 0959**

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Ted Mills

c/o Life Boost Inc., 46701 Commerce Center Drive, Plymouth, MI 48170

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

06/01/2017 2:35PM (GMT-04:00)

PATENT

REEL: 056350 FRAME: 0960

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

See Exhibit A

I, (We), the incorporator(s) sign my (our) name(s) this 1st day of June, 2017

[Signature]

06/01/2017 2:35PM (GMT-04:00)

PATENT

REEL: 056350 FRAME: 0961

ARTICLES OF INCORPORATION
EXHIBIT A

ARTICLE III

The Class A Common Stock and Class B Common Stock (collectively, the "Common Shares") shall have identical rights, preferences, privileges and restrictions (if any), except that the Class B Common Stock shall have no voting rights and the holders of such Stock shall not be entitled to receive notice of or to vote at any meetings of the shareholders of the corporation. The Class A Common Stock shall be full voting stock for all purposes.

ARTICLE VIII

A director of the corporation shall not be personally liable to the corporation or its shareholders for money damages for any action taken or any failure to take any action as a director, except liability for any of the following:

- (a) The amount of a financial benefit received by a director or to which he or she is not entitled;
- (b) Intentional infliction of harm on the corporation or the shareholders;
- (b) A violation of Section 551(1) of the Michigan Business Corporation Act; or
- (c) An intentional criminal act.

Any repeal or modification of this Article by the shareholders of the corporation shall not adversely affect any right or protection of any director for the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

As used in this Article, the following terms shall have the following meanings:

"Group" shall mean, with respect to any shareholder any of the following: such shareholder; a spouse, lineal ancestor or descendant, brother or sister of such shareholder; a transferee of such shareholder by way of will or the laws of descent and distribution; a trust for the benefit of such shareholder or a member of such shareholder's Group; or a limited partnership or limited liability company owned by such shareholder or a member of such shareholder's Group. With respect to any shareholder that is a trust, the grantor(s) of such trust shall be treated as the Shareholder for purposes of determining the Group as above. With respect to any shareholder that is family limited partnership or family limited liability company each of the partners or members, as applicable, thereof shall be treated as the shareholder for purposes of determining the Group as above. When such term is used for purposes of aggregating the holdings of a certain shareholder's Group, then the holdings of the shareholder and all members of his, her or its Group shall be aggregated.

"Securities" shall mean all Shares and all other securities of the corporation which shall at any time be exercisable for, convertible into or exchangeable for Shares, or entitled to vote together with Common Shares, or issued in exchange for or in respect of Common Shares.

DocId:13377975_3

06/01/2017 2:35PM (GMT-04:00)

PATENT
REEL: 056350 FRAME: 0962

(whether by way of stock split, stock dividend, combination, reclassification or any other means).

"Shares" shall mean all shares of any type (common or preferred) and of any class that are at any time issued by the corporation.

"Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation or other disposition of any Shares.

The shareholders shall not transfer all or any of their Securities, now owned or hereafter acquired, except with the prior written consent of the corporation's Board of Directors or in compliance with this Article. Notwithstanding the foregoing, any shareholder may transfer, without complying with the requirements of this Article other than the restriction on transfers to a competitor of the corporation, all or any of such shareholder's Securities to a member of such shareholder's Group, provided that any such Group member shall agree in writing, as a condition to such transfer, to be bound (or shall be bound, in the case of a transfer by will or the laws of descent and distribution) by all of the provisions of these Articles to the same extent as if such transferee were the transferring shareholder, and shall agree to grant to the transferring shareholder an irrevocable proxy to vote such transferred Shares; provided, however, that the irrevocable proxy requirement shall not apply if the transfer of Shares is made as a result of shareholder's death.

If any shareholder receives a bona fide written offer (the "Offer") to sell for cash all of its shares in the corporation (the "Transfer Shares"), and such shareholder desires to sell the Transfer Shares, such shareholder (the "Transferring Shareholder") shall promptly furnish to the corporation written notice thereof (the "Option Notice") (the date of the Option Notice is referred to as the "Notice Date") and a copy of the Offer. The Option Notice must contain: (a) the consideration that will be paid; (b) the terms of Transfer and of any payment of consideration (including, but not limited to, the relative percentages of cash and debt, and the duration, interest rate, and payment schedule of any debt instruments); (c) the name, address, and business or occupation of the person to whom the Transfer Shares would be transferred; and (d) any other facts which are material to the proposed Transfer. The corporation shall have an option to purchase the Transfer Shares within thirty (30) calendar days after the Notice Date for the price set forth in the Option Notice.

If the corporation exercising its option to purchase the Transfer Shares, such purchase will take place at a closing to be held not later than the thirtieth (30th) day after the date on which the corporation exercised its option. At the closing, the corporation will pay one-quarter (1/4) of the purchase price in cash at such closing, and the balance in twelve (12) equal quarterly principal payments beginning three months after the date of such closing, with simple interest added to each installment, computed against the outstanding principal balance at 2% over the prime interest rate charged by Comerica Bank, a Texas banking association, or its successor, on the date of such closing. The corporation will give the Transferring Shareholder a promissory note as evidence of the debt, and the corporation may prepay all or any part of the promissory note at any time without penalty or premium. After such purchase, the corporation will adjust its books to reflect that the Transfer Shares have been Transferred.

No shareholder shall transfer the right to vote any of his, her or its Shares unless the transferee thereof shall agree in writing with the corporation and the shareholders, as a condition to such transfer, to be bound by the provisions of these Articles, to the same extent as if such transferee were such shareholder.

No shareholder may transfer any of such shareholder's Securities, or any rights granted hereunder with respect to such Securities (including the right to vote any of his, her or its Securities), to a person or entity primarily engaged in a line of business directly competitive with the business of the corporation.

ARTICLE X

As used in this Article, the following term shall have the following meaning:

"Affiliate" shall mean, with respect to any person or entity, a person or entity controlling, controlled by or under common control with, such person or entity. For purposes of this Agreement, a shareholder that is an investment fund would be an Affiliate of another investment fund that is under common management with such shareholder.

If at any time a proposal for a sale of all or substantially all of the corporation's securities to, or a merger with or into a person who is not directly or indirectly an Affiliate of the corporation or of any shareholder for a specified price payable in cash, securities or any other consideration and on specified terms and conditions (a *"Sale Proposal"*), shall have been approved by (i) the Board of Directors of the corporation (if such Sale Proposal shall be subject to a vote of the Board of Directors) and (ii) the shareholders requisite to approve a Sale Proposal under these Articles and the Michigan Business Corporation Act, then the shareholders who so approved the Sale Proposal (the *"Approving Shareholders"*) may require all of the remaining shareholders (*"Remaining Shareholders"*) to sell all of the Securities held by them to the party or parties whose Sale Proposal was accepted, for the same per share consideration (equitably adjusted to take into account the exercise price of any options or warrants) and otherwise on the terms and conditions provided in this Article (a *"Compelled Sale"*).

The corporation, if instructed in writing by the Approving Shareholders, shall send written notice (the *"Compelled Sale Notice"*) of the exercise of the rights of the Approving Shareholders pursuant to this Article to each of the Remaining Shareholders setting forth the consideration per share to be paid pursuant to the Sale Proposal and the other terms and conditions of the transaction. Each Remaining Shareholder, and, if applicable, the corporation, upon receipt of the Compelled Sale Notice, shall be obligated to (i) vote his, her or its Securities in favor of such Sale Proposal at any meeting of shareholders of the corporation called to vote on or approve such Sale Proposal (including, without limitation, by attending meetings in person or by proxy for the purpose of obtaining a quorum, executing written consents in lieu of meetings and refraining from exercising appraisal rights with respect to any such Sale Proposal), (ii) sell all of his, her or its Securities and participate in the Compelled Sale, and (iii) otherwise take all necessary action, including, without limitation, providing access to documents and records of the corporation, entering into an agreement reflecting the terms of the Sale Proposal, surrendering stock certificates, giving any customary and reasonable representations and warranties given by any other shareholders and executing and delivering any certificates or other documents, reasonably requested by the Approving Shareholders and their counsel, to cause the corporation and the Approving Shareholders to consummate such Compelled Sale. Any such Compelled Sale Notice may be rescinded by the Approving Shareholders by delivering written notice thereof to all of the Remaining Shareholders.

The obligations of the shareholders pursuant to this Article are subject to the satisfaction of the following conditions:

1. In the event that the shareholders are required to provide any representations, warranties or indemnities in connection with the Compelled Sale (other than representations, warranties and indemnities concerning each shareholder's valid ownership of his, her or its Securities, free of all liens and encumbrances (other than those arising under applicable securities laws), and each

shareholder's authority, power and right to enter into and consummate the Compelled Sale without violating any other agreement), then each shareholder shall not be liable for more than his, her or its pro rata share (based upon the consideration received) of any liability for misrepresentation, breach of warranty or indemnity and such liability shall not exceed the total purchase price received by such shareholder for his, her or its Securities and such liability shall be satisfied solely out of any funds escrowed for such purpose; and

2. Upon the consummation of the Compelled Sale, all of the shareholders shall receive the same proportion of the aggregate consideration from such Compelled Sale (other than options issued in consideration of continued employment), as such shareholder would have received if such aggregate consideration had been distributed by the corporation in connection with a liquidation or sale of all or substantially all the assets of the corporation pursuant to the Articles as in effect immediately prior to such Compelled Sale (giving effect to applicable orders of priority and/or the right and option of holders of any Securities or convertible securities to convert any such securities in connection with such Compelled Sale to the extent such Securities shall be so converted).

The shareholders shall bear their pro rata share (based upon the amount of consideration received) of the costs of any sale of Securities pursuant to a Compelled Sale to the extent such costs are incurred for the benefit of all holders of all Securities and are not otherwise paid by the corporation or the purchaser in such Compelled Sale. Costs incurred by any shareholder on his, her or its own behalf will not be considered costs of the Compelled Sale hereunder.

If, at the time of closing of a Compelled Sale, any Remaining Shareholder fails to perform its obligations under this Article, the President of the corporation shall have the right, without prejudice to any other rights the corporation may have, to execute and deliver, on behalf of and in the name of such Remaining Shareholder, such transfer documentation, purchase agreement, letter of transmittal, share certificates or other documents that may be necessary to complete the Compelled Sale and Remaining Shareholder hereby irrevocably appoints the President of the corporation its attorney on its behalf to take such actions as set forth and permitted herein. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the insolvency or bankruptcy of any Remaining Shareholder and Remaining Shareholder hereby ratifies and confirms and agrees to ratify and confirm all that the President of the corporation may lawfully do or cause to be done by virtue of such appointment and power while acting in good faith on behalf of Remaining Shareholder.

ARTICLE XI

The provisions of Articles IX and X of these Articles shall terminate (a) immediately prior to the earlier of (i) the date that the corporation causes to be registered and sold any of its common shares pursuant to and under a registration statement prepared and filed in compliance with the Federal Securities Act of 1933, and (ii) when the corporation shall sell, convey, or otherwise dispose of all or substantially all of its property or business or merge into or consolidate with any other company (other than a wholly-owned subsidiary company or a merger effected exclusively for the purpose of changing the domicile of the corporation) or effect any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the corporation is disposed of, provided that the consideration to be paid to shareholders of the corporation in any such transaction shall consist solely of cash or marketable securities and (b) as to each shareholder, at such time as such shareholder no longer owns any Securities.

If a shareholder becomes obligated to sell any Securities to another shareholder under these Articles and fails to deliver such Securities in accordance with the terms of these Articles, the non-defaulting shareholder may, at his, her or its option, in addition to all other remedies it may have, send to the defaulting shareholder the purchase price for such Securities as is herein specified. Thereupon, the corporation shall, upon written notice to the defaulting shareholder, (a) cancel on its books the certificate or certificates representing the Securities to be sold and (b) issue, in lieu of such Securities, in the name of the non-defaulting shareholder, a new certificate or certificates representing such Securities, and thereupon all of the defaulting shareholder's rights in and to such Securities shall terminate.

ARTICLE XII

The corporation's Board of Directors shall have full discretion to manage the business and affairs of the corporation, provided, however, that the approval of the holders of at least a majority of the outstanding Class A Common Stock shall be required in order to take the following actions: (a) any merger or conversion; (b) any amendment or restatement of these Articles or the bylaws; (c) the dissolution of the corporation; or (d) any act that would contravene any provision of these Articles or the bylaws or the Michigan Business Corporation Act.

ARTICLE XIII

Neither these Articles nor any provision hereof may be waived, modified, amended or terminated except by a written agreement signed by the holders of at least a majority of the corporation's outstanding Shares.