

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6745762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
21CT, INC.	10/01/2016
DEUMBRA, INC.	06/03/2021
RECEIVING PARTY DATA	
Name:	PULSELIGHT HOLDINGS, INC.
Street Address:	6500 RIVER PLACE BLVD.
Internal Address:	BUILDING 3, SUITE 120
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78730
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15990421
CORRESPONDENCE DATA	
Fax Number:	(512)476-1513
<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:	5123918237
Email:	iplaw@rrsfirm.com
Correspondent Name:	J. ROGER WILLIAMS, JR.
Address Line 1:	816 CONGRESS AVE., SUITE 1200
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	21CT003CON / 2365.023
NAME OF SUBMITTER:	J. ROGER WILLIAMS, JR.
SIGNATURE:	/J. Roger Williams, Jr. Reg. No. 45428/
DATE SIGNED:	06/04/2021
Total Attachments: 13	
source=2021-0603 Assignment - signed and reprinted with attachment#page1.tif	
source=2021-0603 Assignment - signed and reprinted with attachment#page2.tif	
source=2021-0603 Assignment - signed and reprinted with attachment#page3.tif	
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ASSIGNMENT

WHEREAS, as of October 1, 2016, 21CT, Inc., a Delaware corporation ("**21CT**") owned the patents and patent applications (and *inter alia* continuations thereof) listed on Exhibit A attached hereto (the "**Assigned Patent Assets**");

WHEREAS, pursuant to the Assignment and Assumption Agreement effective October 1, 2016 ("**October 2016 Assignment**"), a true and correct redacted copy of which is attached hereto as Exhibit B, 21CT assigned, granted, transferred, and conveyed to Pulselight Holdings, Inc. ("**Pulselight**" and "**ASSIGNEE**") all of 21CT's right title and interest in certain assets, which assets included the Assigned Patent Assets;

WHEREAS, pursuant to Articles of Conversation of 21CT, Inc. to DeUmbra, Inc. filed with the Texas Secretary of State on October 27, 2016, 21CT was converted to DeUmbra, Inc., a Texas corporation ("**DeUmbra**" and "**ASSIGNOR**");

WHEREAS, ASSIGNOR is desirous of assigning to ASSIGNEE, and of confirming and ratifying the assignment, grant, transfer, and conveyance made by 21CT to ASSIGNEE in the October 2016 Assignment of, its entire right, title and interest in the Assigned Patent Assets; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest, and of confirming its ownership of the entire right, title and interest, in and to any and all inventions in the Assigned Patent Assets (the "said Invention"), the Assigned Patent Assets, and in and to any Letters Patent that may be granted therefor in the United States and its territorial possessions and in any and all foreign countries;

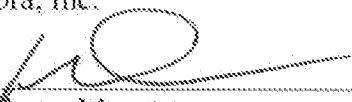
NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the undersigned ASSIGNOR, by these presents does grant, convey, assign and transfer unto said ASSIGNEE, its successors, and assigns, and does hereby confirm and ratify the assignment, grant, transfer, and conveyance made by 21CT to ASSIGNEE in the October 2016 Assignment of, the full and exclusive right to the said Invention in the United States and its territorial possessions and in all foreign countries (including the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements from the aforesaid Assigned Patent Assets, and the entire right, title and interest in and to said Invention, the Assigned Patent Assets, and any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries, and in and to any and all divisions, reissues, re-examinations, continuations, continuations-in-part, substitutions and renewals thereof and any patents resulting therefrom and any rights associated therewith, including but not limited to, any and all royalties, profits, damages, fees, income, payments, causes of action and rights to sue and recover damages and payments for past, present, and future patent infringements, and other proceeds now or hereafter due or payable, including the right to fully and entirely replace the undersigned in all matters related thereto.

The undersigned ASSIGNOR hereby authorizes and requests the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my entire right, title and interest in and to the same, for the sole use and benefit of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted.

as fully and entirely as the same would have been held by it had this Assignment not been made. Further, the undersigned ASSIGNOR agrees that it will communicate to said ASSIGNEE or its representatives any facts known to them respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, re-examination, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

ASSIGNOR

DeUmbra, Inc.

By: 
Irene Manatou
President and Chief Executive Officer

June 3, 2021

Date: _____

EXHIBIT A
ASSIGNED PATENT ASSETS

1. United States Provisional Patent Application No. 61/013,273, filed December 12, 2007.
2. International Patent Application No. PCT/US2008/086729, filed December 12, 2008
3. United States Non-Provisional Patent Application No. 12/747,868, filed May 16, 2011.
4. United States Non-Provisional Patent Application No. 15/990,421, filed May 25, 2018 as a continuation of United States Non-Provisional Patent Application No. 12/747,868.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of October 1, 2016 (the "Effective Date") by and among Pulselight Holdings, Inc., a Delaware corporation ("Holdings"), 21CT, Inc., a Delaware corporation and a wholly-owned subsidiary of Holdings ("Assignor"), and Pulselight, LLC, a Texas limited liability company and a wholly-owned subsidiary of Holdings ("Pulselight" and, together with Holdings, the "Assignees" and each an "Assignee") (each of the Assignor and the Assignees a "Party" and together the "Parties").

WHEREAS,

REDACTED

WHEREAS, Assignor desires to assign, and Holdings desires to receive and assume (as applicable), (i) all of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on Exhibit A hereto, (ii) all of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party, (iii)

and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. Assignment of Transferred Assets to Holdings.

(a) Assignment of Transferred Assets to Holdings. Assignor hereby assigns, grants, transfers and conveys to Holdings all of Assignor's right, title and interest in and to, and where applicable, delegates to Holdings its obligations with respect to, the following (collectively, the "Holdings Transferred Assets"):

(i) All of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on Exhibit A hereto;

(ii) All of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party;

(iii)

(iv)

and

(v)

"Intellectual Property Rights" means all rights arising from or in respect of any of the following in any jurisdiction throughout the world: (1) patents, patent applications, and patent disclosures including any continuations, divisionals, continuations-in-part, renewals and reissues, (2) trademarks, service marks, trade dress rights, trade names, internet domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (3) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (4) computer software (including both source and object code), data, data bases and documentation thereof, excluding any off the shelf software, (5) trade secrets and other protectable confidential or proprietary information, including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice) and Know-how, (6) copies and tangible embodiments thereof (in whatever form or medium) and (7) other information or property protected as intellectual property under the laws of any applicable jurisdiction.

"Know-how" means technical, specialized or useful product, process, procedural, manufacturing, engineering, operational and other business-related knowledge, ideas, inventions (whether or not patentable or protectable as a trade secret), analysis, techniques and practices and other experiential information, and all physical embodiments of the same, including research and historical records, reports, test results, plans, plots, schematics, information summaries and memoranda, operating and procedural manuals, industrial and other designs or specifications, drawings, photographs, flow-charts, formulae, software, data and databases and similar documentary information.

(b) Assumption. Holdings hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Holdings Transferred Assets accruing after the date hereof (collectively, the **"Holdings Assumed Liabilities"**).

2. Assignment of Transferred Assets to Pulselight.

(a) Assignment of Transferred Assets to Pulselight. Assignor hereby assigns, grants, transfers and conveys to Pulselight all of Assignor's right, title and interest in and to, and where applicable, delegates to Pulselight its obligations with respect to, the following (collectively,

the "*Pulselight Transferred Assets*" and, together with the Holdings Transferred Assets, the "*Transferred Assets*");

(i) all of the assets of Assignor not described in Sections 1 or 3 of this Agreement, including all physical and/or technology based assets, properties and rights of Assignor of every kind, nature and description, real, personal or mixed, tangible or intangible, known or unknown, wherever located, and any other assets related, either directly or indirectly, to Assignor's business, as the same shall exist on the Effective Date; and

(ii)

REDACTED

(b) Assumption. Pulselight hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Pulselight Transferred Assets and the Assigned Contracts accruing after the date hereof (together with the Holdings Assumed Liabilities, the "*Assumed Liabilities*").

3. Excluded Assets and Retained Liabilities.

REDACTED

(b) No Assignment or Assumption Except as Expressly Provided Herein. Except as expressly provided in this Agreement, no assets, properties or rights are being assigned or transferred to the Assignees other than the Transferred Assets. Without limiting the generality of the foregoing, Assignor retains all rights, title and interest in all other assets, rights or properties other than the Transferred Assets, including but not limited to the 21CT, Inc. name (or related

predecessor names) (e.g. 21st Century Technologies) and logo(s) and all Intellectual Property or goodwill associated thereto (collectively, the "*Excluded Assets*").

REDACTED

4.

5.

REDACTED

6. **Authority; Enforceability; No Conflicts.** Each Party represents and warrants to the other Parties that the execution and delivery of this Assignment and Assumption Agreement by such Party and such Party's performance of its obligations hereunder (i) are within such Party's corporate power and authority; (ii) have been duly authorized by all necessary corporate action on the part of such Party's officers, directors and stockholders; (iii) require no consent, approval, order or authorization of any federal, state or local governmental body, court, agency or official or any counterparty to any instrument binding upon the Party or to which such Party's assets are subject; (iv) will not result in a violation of, constitute a default under or give rise to any right of acceleration or termination of, any provision of, such Party's governing documents, any law, rule or regulation applicable to such Party, or any agreement, judgment, injunction, order, decree, or other instrument binding upon the Party or to which such Party's assets are subject. Each Party also represents and warrants to the other Parties that this Assignment and Assumption Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms except as limited by (x) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of

creditors' rights generally or (y) laws relating to the availability of specific performance, injunctive relief or other equitable remedies or (z) general principles of good faith and fair dealing

7.

REDACTED

8. Miscellaneous.

(a) Effectiveness. This Agreement shall be effective as of the Effective Date.

(b) Cooperation; Further Assurances; Additional Transfers. Assignor and each Assignee hereby agree to reasonably cooperate with each other in good faith in facilitating any Party's(ies') performance under this Agreement and the Transferred Assets, including, but not limited to, resolving any dispute that may arise thereunder. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party agrees that it will take such further action (including the execution and delivery of such further instruments and documents) as the other Party(ies) may reasonably request, at the sole cost and expense of the requesting Party(ies). Assignor and each Assignee hereby further agree that, from time to time following the Effective Date, the officers of Holdings may further direct any and all assets and liabilities associated with the transfers provided in this Agreement as among Assignor and each Assignee, including modifying or rescinding any assignment or assumption provided herein, adjusting the date of effectiveness thereof, or interpreting the terms hereof, so as to best give effect, in the opinion of Holdings' management, to the goal of the corporate restructuring and realignment effected in conjunction with this Agreement or correct any deficiency or oversight, or for any tax, accounting, business, administrative reason, or any other reason with a rational business purpose.

(c)

REDACTED

REDACTED

(d) Assignment; Binding Effect. Except as provided in the following sentence, neither Assignor nor Pulselight shall have the right to assign its rights or obligations under this Agreement without the prior written consent of Holdings and any such assignment that is made without such consent shall be void and of no force and effect. Notwithstanding the foregoing, Assignor and Pulselight may assign its obligations under this Agreement without Holding's consent to (i) any successor entity of such Party (whether by merger, consolidation, reorganization, other operation of law or otherwise) or (ii) any acquirer of outstanding equity representing more than fifty percent (50%) of the total combined voting power of such Party's voting securities or all or substantially all the assets of such Party. No permitted assignment shall release any Party (or any successor by operation of law or otherwise as described in the preceding sentence) from any of its obligations under this Agreement that have accrued prior to such permitted assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assignees.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of all the parties. Any amendment or waiver effected in accordance with this Section shall be binding upon all the parties.

(i) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(j) Entire Agreement. This Agreement (including the schedules and exhibits hereto), and the documents and certificates delivered in connection with this Agreement constitute the entire agreement among the parties relating to the subject matter hereof and thereof. No Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first written above.

ASSIGNOR:

21CT, INC.

By: 

Irene Williams
President and Chief Executive Officer

ASSIGNEES:

PULSELIGHT HOLDINGS, INC.

By: 

Irene Williams
President and Chief Executive Officer

PULSELIGHT, LLC

By: 

Irene Williams
President and Chief Executive Officer

EXHIBIT A

EXCLUDED INTELLECTUAL PROPERTY

All intellectual property rights and goodwill associated with the 21CT, Inc. name (or its predecessor name 21st Century Technologies) , including but not limited to, all trademarks, trade names, service marks, copyrights, URLs, domain names and World Wide Web addresses.

EXHIBIT B

EXCLUDED CONTRACTS

REDACTED

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