

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6786085

|   |                                 |                       |
|---|---------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                      |                       |
| <b>SEQUENCE:</b>  | 1                               |                       |
| <b>CONVEYING PARTY DATA</b>   |                                 |                       |
|   | <b>Name</b>                     | <b>Execution Date</b> |
|   | THERANOVA, LLC                  | 03/17/2021            |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |
| <b>Name:</b>  | BONE HEALTH TECHNOLOGIES, INC.  |                       |
| <b>Street Address:</b>  | 101 MISSISSIPPI STREET          |                       |
| <b>City:</b>  | SAN FRANCISCO                   |                       |
| <b>State/Country:</b>   | CALIFORNIA                      |                       |
| <b>Postal Code:</b>   | 94107                           |                       |
| <b>PROPERTY NUMBERS Total: 10</b>   |                                 |                       |
| <b>Property Type</b>  | <b>Number</b>                   |                       |
| <b>Patent Number:</b>   | 10206802                        |                       |
| <b>Application Number:</b>  | 16150031                        |                       |
| <b>Application Number:</b>  | 16239305                        |                       |
| <b>Application Number:</b>  | 61797844                        |                       |
| <b>Application Number:</b>  | 61873246                        |                       |
| <b>Application Number:</b>  | 62145687                        |                       |
| <b>Application Number:</b>  | 62924302                        |                       |
| <b>Application Number:</b>  | 17093453                        |                       |
| <b>PCT Number:</b>  | US2013074296                    |                       |
| <b>PCT Number:</b>  | US2016026410                    |                       |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |
| <b>Fax Number:</b>  |                                 |                       |
| <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> |                                 |                       |
| <b>Email:</b>   | arney@smartass-inc.com          |                       |
| <b>Correspondent Name:</b>  | MICHELLE ARNEY                  |                       |
| <b>Address Line 1:</b>  | 795 SUTTER STREET               |                       |
| <b>Address Line 4:</b>  | SAN FRANCISCO, CALIFORNIA 94109 |                       |
| <b>NAME OF SUBMITTER:</b>   | MICHELLE ARNEY                  |                       |

|   |                  |
|---|------------------|
| <b>SIGNATURE:</b>   | /Michelle Arney/ |
| <b>DATE SIGNED:</b>   | 06/28/2021       |
| <b>Total Attachments: 4</b><br>source=SIGNED-Assignment Theranova-BHT-3-17-2021-1#page1.tif<br>source=SIGNED-Assignment Theranova-BHT-3-17-2021-1#page2.tif<br>source=SIGNED-Assignment Theranova-BHT-3-17-2021-1#page3.tif<br>source=SIGNED-Assignment Theranova-BHT-3-17-2021-1#page4.tif |                  |

## **ASSIGNMENT**

This assignment ("Assignment") is made by Theranova, LLC, a California corporation having a principal place of business at 101 Mississippi Street, San Francisco, CA 94107 ("Assignor") to Bone Health Technologies, Inc., a Delaware Corporation, having a principal place of business at 101 Mississippi Street, Suite 200, San Francisco, CA 94107 ("Assignee") with an effective date of the date of the last signature set forth below (the "Effective Date").

## **RECITALS**

A. The Assignor has rights to new and useful inventions as identified on the attached Schedule 1 for which applications for United States Letters Patent were filed in the United States Patent and Trademark Office.

B. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents"), subject however to a reversion assignment right in the Assignor to require the return by the Assignee to the Assignor of all rights, title and interest in the Invention Patents if the Assignee fails to fulfill the usage requirements provided herein.

## **AGREEMENT**

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Provided, however, that the Assignor hereby reserves the right to require the Assignee to return to the Assignor all rights, title and interest in and to any of the Invention Patents if the Assignee fails to achieve any of the following milestones:

| Milestone                  | Date     |
|----------------------------|----------|
| \$100k payment to Assignor | 4/1/2023 |

If Assignor elects to have Assignee return the rights, title and interest to the Invention Patent, the Assignee will sign and deliver to Assignor an Assignment substantially in the form of this Assignment excluding the revision right, and any and all other documents required to return

and revert in Assignor all rights, title and interest in the Invention Patent (including registration with US Federal, State, and local, and international patent agencies).

2. The Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

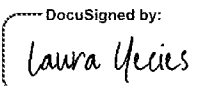
3. The Assignor represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date(s) provided below.

[ASSIGNEE NAME]

By:  DocuSigned by:  
8B887EC31B294A4...

(Signature)

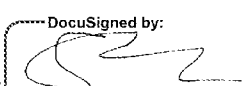
Name: Laura Yecies

(Please print)

Title: CEO

Date: 3/17/2021

[ASSIGNOR NAME]

By:  DocuSigned by:  
3FC33ED7F7264D7...

(Signature)

Name: Shane Mangrum

(Please print)

Title: MD

Date: 3/17/2021

**SCHEDULE 1**

| <b><u>Type</u></b>         | <b><u>Number</u></b> | <b><u>Filing Date</u></b> |
|----------------------------|----------------------|---------------------------|
| PCT application            | US13/074296          | 12/11/2013                |
| Issued US patent           | 10,206,802           | 6/10/2015                 |
| US application             | 16/150,031           | 10/2/2018                 |
| PCT application            | US2016/026410        | 4/7/2016                  |
| EP application             | EP 16898111.6        | Priority to US2016/026410 |
| JP application             | JP 2018-551264       | Priority to US2016/026411 |
| KR application             | KR 10-2018-7031990   | Priority to US2016/026412 |
| US application             | 16/239,305           | 1/3/2019                  |
| Provisional US application | 61/797,844           | 12/17/2012                |
| Provisional US application | 61/873,246           | 9/3/2013                  |
| Provisional US application | 62/145,687           | 4/10/2015                 |
| Provisional US application | 62/924,302           | 10/22/2019                |
| PCT application            | US2020/056837        | 10/22/2020                |
| US application             | 17/093,453           | 11/9/2020                 |