506755892 07/08/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6802709

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
CHRISTINE KOTH	04/07/2021	

RECEIVING PARTY DATA

Name:	ALETHA INC.		
Street Address:	treet Address: 2872 YGNACIO VALLEY ROAD #605		
City:	WALNUT CREEK		
State/Country:	CALIFORNIA		
Postal Code:	94598		

PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	17323882		

CORRESPONDENCE DATA

Fax Number: (408)228-3739

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: 510-900-9501

Email: jmcgahey@kwanip.com
Correspondent Name: KWAN & OLYNICK LLP
Address Line 1: 2000 HEARST AVENUE

Address Line 2: SUITE 305

Address Line 4: BERKELEY, CALIFORNIA 94709

ATTORNEY DOCKET NUMBER:	KOTHP001C1
NAME OF SUBMITTER:	JOSHUA W. CHANG
SIGNATURE:	/Joshua W. Chang, Reg. No. 70831/
DATE SIGNED:	07/08/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment Agreement") is hereby entered into on April 7, 2021 (the "Effective Date"), by and between

Christine Koth, a citizen of the United States of America, passport No. 489712581, residence address: 3323 Withersed lane, Walnut Creek, CA 94598, United States of America (the "Assignor") of the one part; AND

ALETHA INC., a corporation organized and existing under the laws of the State of Delaware, USA, with principal offices located at 2872 Ygnacio Valley Rd. #605, Walnut Creek, CA 94598, United States of America, legally represented by Christine Koth as its CEO (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of each of the patent(s) and patent application(s) (the "Patents"), as well as the trademark(s) and trademark application(s) (the "Trademarks"), the Patents and Trademarks hereinafter collectively referred to as the "Intellectual Property", of which the particulars are set forth in Exhibit A, and

WHEREAS, the Assignee desires to acquire from the Assignor the Intellectual Property in accordance with the terms and conditions of this Assignment Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns to Assignee, its successors, legal representatives and assigns, all right, title, and interest Assignor may have in and to the Patents, and all divisions, reissues, reexaminations, renewals and continuations thereof, and all patents which have been or may be granted thereon anywhere in the world, and all reissues and extensions thereof, and all rights of priority under International Conventions, and all applications for patents which have been or may hereafter be filed from the Patents in any country foreign to the United States, and all patents which have been or may be granted for said Patents in any country foreign to the United States, and all extensions, renewals and reissues thereof; and Assignor hereby authorizes and requests, to the extent of any right Assignor may have to do so, the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents for said Patents to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

- 2. The Assignor, for the consideration referenced above, does hereby agree that she and her executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives, all facts known to Assignor relating to said Patents and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns, the entire right, title and interest in and to the Patents hereby assigned or intended so to be.
- 3. The Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer and assign to Assignee, and Assignee hereby accepts the conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Trademarks, including brands, services, logos, and goodwill represented thereby.
- 4. The Assignor represents and warrants that it is the sole proprietor of all rights, title, and interests derived from and in connection with the Intellectual Property, and that the assignment of the Intellectual Property from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party.

The Intellectual Property is assigned in their present legal status, which is known to the Assignor, to the Assignor's best knowledge, there are no parties who are using the Intellectual Property, own grants or registrations or pending applications for Intellectual Property and there are no pending cases before the court or national authorities, which may adversely affect the Intellectual Property.

- 5. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Intellectual Property, which may be required to perfect title in the Intellectual Property in the Assignee.
- 6. This Assignment Agreement shall come into effect on the Effective Date of this Assignment Agreement. Each Party agrees to fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Assignment Agreement.
- 7. This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

- 8. Any amendments, modifications, alternations or supplements to this Assignment Agreement shall be made in writing to be legally effective.
- 9. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 10. This Assignment Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.
- 11. Each Party acknowledges that it has read this Assignment Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is dully authorized to enter into this Assignment Agreement.

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IN WITNESS WHEREOF, the Assignor, and the Assignee have caused this Assignment Agreement to be duly executed on their behalf by their duly authorized officers and representative as of the Effective Date.

For and on behalf of the Assignor

For and on behalf of the Assignee

CHRISTINE KOTH

ALETHA INC.

Christine Koth Chris

Christine Koth, CEO

EXHIBIT A

List of United States Patents and Trademarks

Patents

Application No.	Filing Date	Country	Title	Status	Patent No.	Issue Date
202013372	6/17/2020	AU	MASSAGE DEVICE	Issued	202013372	9/10/2020
DM/208896	6/18/2020	CA	MASSAGE DEVICE	Issued	DM/208896	6/18/2020
970056429	6/18/2020	WO	MASSAGE DEVICE	Issued	DM/208896	6/18/2020
29/717,717	12/18/2019	US	MASSAGE DEVICE	Pending		
DM/208896	6/18/2020	EM	MASSAGE DEVICE	Pending		
DM/208896	6/18/2020	GB	MASSAGE DEVICE	Pending		
16/850,801	4/16/2020	US	PRESSURE RELEASE	Published		
			AND MASSAGE TOOL			
		US	ILIACUS MUSCLE			
62/860,222	6/11/2019		PRESSURE RELEASE	Expired		
			AND MASSAGE TOOL			
PCT/US20/37089	6/10/2020	6/10/2020 WO	PRESSURE RELEASE	Published		
			AND MASSAGE TOOL			

Trademarks

Serial No.	Filing Date	Country	Mark	Status	Reg. No.	Issue Date
88897809	5/1/2020	United States	ALETHA	Issued	6284780	3/2/2021
A0101472	10/22/2020	Australia	ALETHA	Issued	2138915	10/22/2020
2067101	10/22/2020	Canada	ALETHA	Pending		
A0101472	10/22/2020	Switzerland	ALETHA	Pending		
A0101472	10/22/2020	European Union Trademark and Designs Office	ALETHA	Pending	1562596	
A0101472	10/22/2020	United Kingdom	ALETHA	Pending		
A0101472	10/22/2020	Japan	ALETHA	Pending		
A0101472	10/22/2020	Madrid System for the Int'l Registration of Marks	ALETHA	Issued	1562596	10/22/2020
A0101472	10/22/2020	New Zealand	ALETHA	Published	1562596	
A0101472	10/22/2020	Singapore	ALETHA	Pending	1562596	
90038088	7/6/2020	United States	ALETHA HEALTH	Allowed		
88897813	5/1/2020	United States	HIP HOOK BY ALETHA	Issued	6284781	3/2/2021

EXHIBIT A (cont.)

			НІР НООК ВУ		I	
A0101471	10/22/2020	Australia	ALETHA	Issued	2140389	10/22/2020
2068095	10/22/2020	Canada	HIP HOOK BY	Pending		
			ALETHA			
A0101471	10/22/2020	Switzerland	HIP HOOK BY	Pending		
7,0101771	10, 22, 2020	SWICECHAIN	ALETHA	remains		
		European Union	HIP HOOK BY		1562943	
A0101471	10/22/2020	Trademark and		Pending		
		Designs Office ALETHA				
10101171	40/22/2020	United Kingdom	HIP HOOK BY	Pending		
A0101471	10/22/2020		ALETHA			
			НІР НООК ВУ	- I.		
A0101471	10/22/2020	Japan	ALETHA	Pending		
		Madrid System for				
	10/22/2020	the Int'l	НІР НООК ВУ	Issued	1562943	10/22/2020
A0101471		Registration of	ALETHA			
		Marks				
A0101471 10/22/	40/22/2020	L0/22/2020 New Zealand	HIP HOOK BY	Pending	4563043	
	10/22/2020		ALETHA		1562943	
10101171	10/00/00==	6.	HIP HOOK BY	D. P.	4562042	
A0101471	10/22/2020	Singapore	ALETHA	Pending	1562943	

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RECORDED: 07/08/2021