

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6889257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SANO INTELLIGENCE, INC.	03/27/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ONE DROP BIOSENSOR TECHNOLOGIES, LLC	
<b>Street Address:</b>	C/O INFORMED DATA SYSTEMS INC.	
<b>Internal Address:</b>	166 MERCER STREET, 2ND FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10012	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17198223
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(206)359-4461	
<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>Phone:</b>	206-359-8000	
<b>Email:</b>	CCraze@perkinscoie.com	
<b>Correspondent Name:</b>	PERKINS COIE LLP	
<b>Address Line 1:</b>	PO BOX 1247	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111-1247	
<b>ATTORNEY DOCKET NUMBER:</b>	137553-8002.US09	
<b>NAME OF SUBMITTER:</b>	CHELSEA CRAZE	
<b>SIGNATURE:</b>	/Chelsea Craze/	
<b>DATE SIGNED:</b>	08/29/2021	
<b>Total Attachments: 5</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”) is entered into as of March 27, 2020, by and among Sano Intelligence, Inc., a Delaware corporation (“*Transferor*”) and One Drop Biosensor Technologies, LLC, a Delaware limited liability company (“*Transferee*”). InforMed Data Systems Inc., Transferor, Transferee, and Ashwin Pushpala have entered into that certain Asset Purchase Agreement dated as of February 3, 2020 (the “*Purchase Agreement*”). All capitalized terms used herein but not defined will have the meanings set forth in the Purchase Agreement.

**WHEREAS**, pursuant to the Purchase Agreement, Transferor desires to effectuate the sale, assignment, conveyance, transfer and delivery to Transferee of all of the Intellectual Property Rights, including, without limitation, the Intellectual Property Rights listed on Schedule I attached hereto, and Transferee desires to accept such transfer and assignment of the Intellectual Property Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

**NOW, THEREFORE**, in consideration of the premises and the covenants set forth herein and in the Purchase Agreement and for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor and Transferee, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Transferor hereby irrevocably sells, conveys, assigns, transfers and delivers to Transferee and its successors and assigns forever, without any restrictions, limitations or reservations, all of such Transferor’s right, title and interest in and to the Intellectual Property Rights, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties or payments now or hereafter due or payable with respect thereto and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that such Transferor has or may have in profits and damages for past, present and future infringements of the Intellectual Property Rights, including the right to compromise, sue for and collect such profits and damages, and Transferee does hereby accept assignment of the Intellectual Property Rights from Transferor.

2. **Domain Name and Social Networking Transfers**. The parties to this IP Assignment acknowledge that in order to effect the assignment and transfer of registration of any uniform resource locators, email and other internet addresses and domain names and applications and registrations therefor (“*Domain Names*”) listed on Schedule I, the parties to this IP Assignment must follow certain procedures stipulated by the relevant registrar or website operator (the “*Transfer Procedures*”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties to this IP Assignment agree to cooperate fully with each other and to promptly take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP Assignment, including Transferor directing any domain name registrar to release and unlock any Domain Names and, upon notice from the registrar that such Domain Names have been unlocked, immediately requesting that the Domain Names be transferred to Transferee. In the event that it is not possible to transfer ownership of any social networking identifiers included in the Domain Names, then the parties to this IP Assignment will work together to accomplish an informal, unofficial transfer, such as Seller providing Transferee with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any such social networking identifiers, then Seller shall take all reasonable necessary steps as requested by Transferee to delete such social networking identifier(s) at issue. In the event that Transferor is unable to delete any of the social networking identifiers included in the Domain Names as requested by Transferee, Transferor agrees to permanently cease the use of such social networking identifiers.

3. **Recordation**. This IP Assignment has been executed and delivered by Transferor with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any

other similar Governmental Authorities throughout the world, and Transferee shall have the right to record this IP Assignment with any applicable Governmental Authority so as to perfect its ownership of the Intellectual Property Rights.

4. **Further Assurances.** Transferor, and each of its successors and assigns, covenants and agrees to execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Transferee and to take such other action as Transferee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Transferee may reasonably request of Transferor from time to time, to perfect or record the right or title of Transferee to the Company Intellectual Property transferred hereby.

5. **Terms of IP Assignment; Conflicts.** Transferor and Transferee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

6. **Binding Effect; Successors and Assigns; Third-Party Beneficiaries.** This IP Assignment shall be binding upon and inure to the benefit of Transferor and Transferee and, subject to Section 7.7 of the Purchase Agreement, their respective successors and assigns. This IP Assignment shall not be construed to confer any rights or benefit upon any person or entity, other than the parties to the Purchase Agreement (and the third party beneficiaries thereof) and their respective successors and permitted assigns.

7. **Amendment; Waivers.** Any provision of this IP Assignment may be amended if, and only if, such amendment is in writing and signed by Transferor and Transferee. Any provision of this IP Assignment may be waived if the waiver is in writing and signed by the party to be bound.

8. **Choice of Law; Forum Selection.** The parties to this Agreement stipulate that this Agreement has been entered into in the State of New York. This Agreement shall be subject to the governing law and arbitration provisions set forth in Section 7.9 of the Purchase Agreement, *mutatis matandis*.

9. **Severability.** In the event any one or more of the provisions contained in this IP Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

10. **Counterparts.** This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures delivered by facsimile or e-mail transmission in portable document format (.pdf) shall be acceptable as an original for all purposes.

*[Signature Page Follows]*



Schedule I to Intellectual Property Assignment

Patents and Patent Applications:

Docket	Type	Filing Date	Application No.	Publication No.	Patent No.
D01	US	15-Dec-2016	29/587,774		D824,034
D01	US2	21-Jun-2018	29/654,211		
D01	CN	13-Jun-2017	201730239490.5		201730239490.5
D02	US	20-Jan-2017	29/591,600		D820,988
D02	US2	31-May-2018	29/649,649		
P00	PRV	24-Apr-2012	61/637,742		
P00	PRV2	24-Apr-2012	61/637,745		
P01	PRV	6-Nov-2012	61/723,116		
P01	PRV2	14-Mar-2013	61/781,754		
P01	PRV3	18-Nov-2013	61/905,583		
P01	US1	14-Mar-2014	14/211,376	US-2014-0275897-A1	9,008,745
P01	US2	14-Mar-2014	14/211,404	US-2014-0259652-A1	9,182,368
P01	US3	6-Oct-2015	14/876,692	US-2016-0022187-A1	10,549,080
P01	US4	13-Dec-2016	15/377,407	US-2017-0086724-A1	
P01	US5	15-Dec-2016	15/379,955	US-2017-0095652-A1	10,173,042
P01	US6	20-Dec-2019	16/722,977		
P01	PCT	14-Mar-2014	PCT/US14/27655	WO2014152717	
P01	CN	14-Mar-2014	201480027177.9	105228522	ZL 2014800271779
P01	EP	14-Mar-2014	14770855.6	2972264	
P02	PRV	14-Mar-2013	61/781,829		
P02	PRV2	13-Mar-2014	61/952,594		
P02	PRV3	16-Jun-2014	62/012,874		
P02	PRV4	16-Jul-2014	62/025,174		
P02	US	13-Mar-2015	14/657,973	US-2015-0257687-A1	
P02	US2	13-Dec-2016	15/377,318	US-2017-0086713-A1	
P02	US3	23-Jan-2017	15/412,229	US-2017-0127984-A1	
P02	US4	22-Jan-2018	15/876,678	US-2018-0140235-A1	
P02	PCT	13-Mar-2015	PCT/US15/20586	WO2015138989	
P02	CN	13-Mar-2015	201580012731.0	106102578	
P02	EP	13-Mar-2015	15762313.3	3116397	
P03	PRV	14-Mar-2013	61/781,974		
P03	PRV2	13-Dec-2013	61/915,653		
P04	PRV	31-Jul-201 4	62/031,266		
P04	US1	29-Jul-201 5	14/812,288	US-201 6-0029931 -A1	
P04	US2	29-Jul-2015	14/812,302	US-2016-0029966-A1	

Docket	Type	Filing Date	Application No.	Publication No.	Patent No.
P05	PRV	16-Jul-2014	62/025,178		
P05	PRV2	19-Mar-2015	62/135,516		
P05	PRV3	19-Jan-2016	62/280,289		
P05	US	19-Jan-2017	15/410,569	US-2017-01 28009-A1	
P06	PRV	3-Dec-2014	62/086,797		
P07	US	9-Mar-2017	15/454,962	US-201 7-01 72475-A1	
P08	US	22-May-201 7	15/601,204	US-201 7-0251 958-A1	10,595,754
P08	US2	14-Feb-2020	16/791,518		
P09	PRV	28-Feb-2018	62/636,370		
P10	cPRV	31-May-2017	62/513,338		
P10	cPRV	1-Jun-2018	62/679,360		
P11	PRVa	2-Nov-201 8	62/755,164		
P11	PRVb	2-Nov-2018	62/755,176		

**Domain Names:**

- sanointelligence.com
- sano.co
- sano.health
- sweetwatcher.com
- sweetwatchers.com