

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6955501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QR8 HEALTH INC.	10/04/2021
RECEIVING PARTY DATA	
Name:	CERAXIS HEALTH, INC.
Street Address:	10000 CEDAR AVENUE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44106
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	29737003
Application Number:	29737007
Application Number:	62964360
Application Number:	17155991
PCT Number:	US2021014726
CORRESPONDENCE DATA	
Fax Number:	(617)646-1666
<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:	(617)646-1600
Email:	donna.studley@finnegan.com
Correspondent Name:	FINNEGAN
Address Line 1:	901 NEW YORK AVE. N.W.
Address Line 4:	WASHINGTON, D.C. 20001-4413
ATTORNEY DOCKET NUMBER:	QR8 TO CERAXIS
NAME OF SUBMITTER:	ERIC P. RACITI
SIGNATURE:	/Eric P. Raciti/
DATE SIGNED:	10/06/2021
Total Attachments: 4	
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Exhibit A
BILL OF SALE AND PATENT ASSIGNMENT

Dated: October 4, 2021

This BILL OF SALE AND PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of October 4, 2021 is made by Qr8 Health Inc. ("**Seller**"), a Delaware corporation, having its principal office located at 1 St. Clair Ave NE #302, Cleveland, OH 44114, in favor of Ceraxis Health, Inc. ("**Buyer**"), a Delaware corporation, located at 10000 Cedar Avenue, Cleveland, OH 44106, the Buyer of certain assets of Seller pursuant to an Agreement of Purchase and Sale of Intellectual Property between Buyer and Seller, dated as of September 15, 2021 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration paid by Buyer, receipt of which is hereby acknowledged, Seller does hereby transfer, assign, convey and deliver to Buyer, and Buyer hereby accepts and acquires from the Seller all of the Seller's respective rights, title and interests in and to the following (the "**Transferred Assets**"):

(a) the patents and patent applications set forth in Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or

agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Transferred Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

TO HAVE AND TO HOLD all of the Transferred Assets are hereby transferred, assigned, conveyed and delivered unto Buyer, its successors and assigns, to its and their own use and behalf forever.

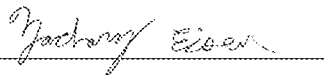
IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

Qr8 Health Inc.
By: 

Name: Vincent Owens
Title: President and CEO
Address for Notices:
2 Oliver St. STE 406
Boston, MA 02109
Attn: Scott Kokones

AGREED TO AND ACCEPTED:

Ceraxis Health, Inc.

By: 

Name: Zach Eisen
Address for Notices:
10000 Cedar Avenue,
Cleveland, OH 44106

APPROVED AS TO FORM	
CCF - Law Department	
DATE:	CMS#
9 Sept. 2021	4232671
By: <u>Alison Teeg</u>	

Exhibit A

Assigned Patents and Patent Applications

Assigned Patents:

Type	Jurisdiction	Application Number	Title	Filing Date
RCD	EU	008309082-0001	Stylus	04/12/20
UK RD	GB	90083090820001	Styluses for touch screens	04/12/20
RCD	EU	008309082-0002	Base	04/12/20
UK RD	GB	90083090820002	Stands for electronic writing devices	04/12/20
Design	US	29/737003	Stylus	06/04/20
Design	US	29/737007	Base	06/04/20
Provisional	US	62/964,360	Handheld Stylus and Base	01/22/20
Nonprovisional	US	17/155,991	Handheld Stylus and Base and Methods of Use	01/22/21
Nonprovisional	PCT	US2021/014726	Handheld Stylus and Base and Methods of Use	01/22/21