

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7052748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRANCHPOINT TECHNOLOGIES, INC.	11/30/2021
RECEIVING PARTY DATA	
Name:	BRANCHPOINT & AURA DEVELOPMENT LLC
Street Address:	570 S. MELROSE STREET
City:	PLACENTIA
State/Country:	CALIFORNIA
Postal Code:	92870
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9901268
Patent Number:	10420479
Patent Number:	9848789
Patent Number:	9901269
Patent Number:	11083386
Application Number:	16535466
Application Number:	15833540
Application Number:	17396541
CORRESPONDENCE DATA	
Fax Number:	(310)859-2325
<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:	(310) 281-6329
Email:	kluer@ecjlaw.com
Correspondent Name:	KENNETH A. LUER, ESQ.
Address Line 1:	9401 WILSHIRE BLVD., 9TH FLOOR
Address Line 4:	BEVERLY HILLS, CALIFORNIA 90212
ATTORNEY DOCKET NUMBER:	17530-1
NAME OF SUBMITTER:	KENNETH A. LUER
SIGNATURE:	/KENNETH A. LUER/

DATE SIGNED:	12/02/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=Branchpoint - EXECUTED Patent Assignment Agreement#page1.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page2.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page3.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page4.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page5.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page6.tif source=Branchpoint - EXECUTED Patent Assignment Agreement#page7.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “**Patent Assignment**”), dated as of November 30, 2021, is made by Branchpoint Technologies, Inc., a Delaware corporation (“**Assignor**”), in favor of Branchpoint & Aura Development LLC, a California limited liability company (“**Assignee**”).

WHEREAS, under the terms of the Asset Purchase Agreement dated as of September 17, 2021, as amended by that certain First Amendment to Asset Purchase Agreement dated as of October 26, 2021, by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (the “**Assigned Patent Rights**”):

(a) all inventions disclosed and claimed in the patents and patent applications set forth in **Schedule 1** hereto, each of the patents and patent applications set forth in **Schedule 1** and any other applications for patents filed anywhere in the world that claim any of their inventions, including, but not limited to, any PCT International Applications and all national-stage applications based thereon, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals thereof and improvements thereon in any jurisdiction worldwide (the “**Patents**”);

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, all rights to claim priority in any country on the basis of any of the Patents;

(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, including payments under all licenses entered into in connection therewith; 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. **Further Assurances**. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment

upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, without further consideration, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patent Rights to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** All representations, warranties, and covenants of the parties set forth in the Purchase Agreement shall survive the execution and delivery of this Patent Assignment, and shall not be modified by this Patent Assignment. Neither this Patent Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Assigned Patent Right shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. If there is a conflict in the terms and conditions of this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Patent Assignment, and all claims and disputes arising out of this Patent Assignment, shall be governed by and construed in accordance with the laws and dispute resolution procedures provided for in the Purchase Agreement.

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

5. **Amendment.** This Patent Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties.

6. **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 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment Agreement as of the date first above written.

ASSIGNOR:

BRANCHPOINT TECHNOLOGIES, INC.

By: Glenn Schafer
Name: Glenn S. Schafer
Title: Director

ASSIGNEE:

BRANCHPOINT & AURA DEVELOPMENT LLC

By: _____
Name: Qiaofeng Zeng
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment Agreement as of the date first above written.

ASSIGNOR:

BRANCHPOINT TECHNOLOGIES, INC.

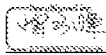
By: _____

Name: _____

Title: _____

ASSIGNEE:

BRANCHPOINT & AURA DEVELOPMENT LLC

By:  _____

Name: Qiaofeng Zeng

Title: Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Patents

Reference No.	Title	Patent No.	Issue Date	Comments
BPT.001A	Sensor, Circuitry, and Method for Wireless Intracranial Pressure Monitoring	9,901,268	02/27/2018	8th Year Maintenance fees due 08/27/2025
BPT.001C1	Sensor, Circuitry, and Method for Wireless Intracranial Pressure Monitoring	10,420,479	09/24/2019	4th Year Maintenance fees due 03/24/2023
BPT.002A	Wireless Intracranial Monitoring System	9,848,789	12/26/2017	8th Year Maintenance fees due 06/26/2025
BPT.002P1	Wireless Intracranial Monitoring System	9,901,269	02/27/2018	8th Year Maintenance fees due 08/27/2025
BPT.002P1C1	Wireless Intracranial Monitoring System	11,083,386	08/10/2021	Possible Reissue due 08/10/2023 4th Year Maintenance fees due 02/10/2025

United States Patent Applications

Reference No.	Title	Appl. No.	Filing Date	Status
BPT.001C2	Sensor, Circuitry, and Method for Wireless Intracranial Pressure Monitoring	16/535,466	08/08/2019	<i>Pending - Awaiting Examination</i> Published: US 2020/0205684
BPT.002C1	Wireless Intracranial Monitoring System	15/833,540	12/06/2017	<i>Allowed – Issue Fee Paid 11/05/2021</i> Published: US 2018/0103863
BPT.002C2	Wireless Intracranial Monitoring System	TBD	TBD	Continuation of 002C1, to be filed
BPT.002P1C2	Wireless Intracranial Monitoring System	17/396,541	08/06/2021	<i>Pending – Response to Formalities Notice due 10/19/2021 (initial deadline); Final due date (03/19/2022)</i> Not yet published

Foreign (EU) Patent Applications

Reference No.	Title	Appl. No.	Filing Date	Status
BPT.001EP	Sensor, Circuitry, and Method for Wireless Intracranial Pressure Monitoring	12873949.7	10/21/2014	<i>Pending – Awaiting Examination</i> Published: EP 2836115

BPT.002EP	Wireless Intracranial Monitoring System	15780644.9	10/19/2016	<i>Abandoned in favor of 002EPD1.</i> Published: EP 3131461
BPT.002EPD1	Wireless Intracranial Monitoring System	20204950.8	10/30/2020	<i>Pending – Designation fees for HK due 12/23/2021 (optional)</i> <i>Response to Search Report due: TBD</i> Published: EP 3838131
BPT.002P1EP	Wireless Intracranial Monitoring System	16760325.7	04/20/2018	<i>Pending – Awaiting Examination</i> Published: EP 3361938