

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7129068

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	01/01/2019	
CONVEYING PARTY DATA		
	Name	Execution Date
	EXSOMED HOLDING COMPANY, LLC	01/01/2019
RECEIVING PARTY DATA		
Name:	EXSOMED CORPORATION	
Street Address:	135 COLUMBIA, SUITE 201	
City:	ALISO VIEJO	
State/Country:	CALIFORNIA	
Postal Code:	92656	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14503228
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET, 14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	EXSO.021A	
NAME OF SUBMITTER:	XIAOYAN WANG	
SIGNATURE:	/Xiaoyan Wang/	
DATE SIGNED:	01/19/2022	
Total Attachments: 13 source=EXSO#page1.tif source=EXSO#page2.tif source=EXSO#page3.tif source=EXSO#page4.tif source=EXSO#page5.tif		

source=EXSO#page6.tif
source=EXSO#page7.tif
source=EXSO#page8.tif
source=EXSO#page9.tif
source=EXSO#page10.tif
source=EXSO#page11.tif
source=EXSO#page12.tif
source=EXSO#page13.tif

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made and entered into effective as of January 1, 2019, by and between, EXSOMED HOLDING COMPANY, LLC, a Delaware limited liability company ("Subscriber"), and EXSOMED CORPORATION, a Delaware corporation (the "Company"). From time to time in this Agreement, Subscriber and Company may be referred to collectively as the "parties" and each, individually, a "party."

RECITALS

A. Except for those excluded assets of Subscriber identified on Exhibit A attached hereto (collectively, the "Excluded Assets"), Subscriber desires to contribute, convey, assign, transfer, and deliver to the Company all of the Subscriber's right, title, and interest in, to, and under all of the assets of Subscriber, including without those assets identified and set forth on Exhibit B attached hereto (collectively, the "Contributed Assets");

B. In consideration of the Subscriber's contribution, conveyance, assignment, transfer, and delivery of the Contributed Assets to the Company, the Company desires to (i) issue Founder Preferred Stock, par value \$0.0001, of the Company ("Founder Preferred Stock") and Seed Preferred Stock, par value \$0.0001, of the Company ("Seed Preferred Stock"), and together with the Founder Preferred Stock, the "Shares") to Subscriber in the amounts provided in this Agreement, and (ii), except for those liabilities of Subscriber identified on Exhibit C attached hereto (the "Excluded Liabilities"), assume all of the liabilities of Subscriber identified on Exhibit D attached hereto (the "Assumed Liabilities"), in each case all as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contribution.

(a) Subscriber hereby contributes, conveys, assigns, transfers, and delivers to the Company, and the Company hereby acquires and accepts delivery of, all of Subscriber's right, title, and interest in, to, and under, all of the Contributed Assets of Subscriber. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, Subscriber retains (and is not hereby transferring) any right, title, or interest in, to, and under any Excluded Assets.

(b) In consideration of the contributions, conveyance, assignments, transfer, delivery, and other covenants of the Subscriber, (i) Subscriber hereby subscribes for, and the Company hereby agrees to issue to Subscriber, (A) 1,250,000 shares of Founder Preferred Stock, and (B) 2,500,000 shares of Seed Preferred Stock; and (ii), expressly excluding the Excluded Liabilities, Company hereby accepts and assumes the Assumed Liabilities. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, Subscriber retains one hundred percent (100%) of the liability for all of the Excluded Liabilities.

2. Tax-Free Contribution. The parties shall take any and all actions, file such reports, and do such other things as may be necessary to assure that the transactions herein qualify as a tax-free contribution under Section 351 of the Internal Revenue Code and the regulations thereunder.

3. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company the following:

(a) Binding Obligation. Subscriber has all requisite power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Subscriber and constitutes a valid and binding obligation of Subscriber enforceable in accordance with its terms, except as the enforceability hereof may be subject to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally and to general principles of equity.

(b) No Breach or Consent. The execution, delivery, and performance by Subscriber of this Agreement does not and will not conflict with, or result in any violation of or default under, (i) any provision of Subscriber's governing documents; (ii) any material law, ordinance, rule, regulation, judgment, order, decree, or license applicable to Subscriber; or (iii) any contract to which Subscriber is a party, the violation of which would have a material adverse effect on Subscriber. No consent, approval, order, or authorization of, or registration, declaration, or filing with, any court, administrative agency, or commission or other governmental authority or instrumentality, domestic or foreign, is required by or with respect to Subscriber in connection with Subscriber's execution, delivery, or performance of this Agreement.

(c) Litigation. There are no lawsuits, claims, proceedings, or investigations pending or, to the best knowledge of Subscriber, threatened by or against or affecting Subscriber, which would adversely affect the transactions contemplated by this Agreement.

(d) Title to Properties. Subscriber has good and marketable title to and rightful possession of all of the Contributed Assets, none of which are subject to a mortgage, indenture, pledge, lien, claim, encumbrance, charge, security interest or title retention, or other security arrangement, except for liens for the payment of federal, state, and other taxes, the payment of which is neither delinquent nor subject to penalties.

(e) Investor Representations. Subscriber hereby further represents and warrants to the Company the following:

(i) Subscriber is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares as provided in this Agreement. Subscriber is receiving the Shares for its own account and for investment purposes only, and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act of 1933, as amended (the "Securities Act").

(ii) Subscriber understands the Shares constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Subscriber's investment intent as expressed herein.

(iii) Subscriber is an "accredited investor" as defined in Regulation D promulgated under the Securities Act.

(iv) Subscriber understands the Shares are subject to substantial restrictions on transfer, which are in addition to certain other restrictions that may be set forth in a stockholders' agreement or other agreement between Subscriber and the Company. Subscriber understands and agrees the Shares may not be offered, sold, transferred, assigned, pledged, or otherwise disposed of unless (i) it has been registered pursuant to the Securities Act and any applicable state law or, in the opinion of counsel satisfactory to the Company, the Shares may be sold or disposed without registration under the Securities Act and any applicable state law; and (ii) the transfer is otherwise made in accordance with the provisions of any stockholders' agreement to which Subscriber is a party. Subscriber understands the Company has no obligation or intention to register the Shares for resale or transfer under the Securities Act or any state securities laws, or to take any action that would make available any exemption from the registration requirements of such laws, and Subscriber may therefore be precluded from selling or otherwise transferring or disposing the Shares for an indefinite period of time or at any particular time.

(v) Subscriber understands any investment in the Company is speculative, and there are substantial risks incident to the acquisition of the Shares and an investment in the Company.

(vi) Subscriber has received, or received access to, information relating to the Company and its business, has had the opportunity to ask the Company questions regarding its business and plans, and has received answers that Subscriber deems to be satisfactory.

(vii) Subscriber's acquisition of the Shares is based upon its independent investigation and evaluation of the Company and the advice of its legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in the acquisition of the Shares. Subscriber acknowledges Subscriber has not relied upon any representations, promises, or information written or verbal by any person with respect to the considerations to the acquisition of the Shares.

(viii) Subscriber has determined the acquisition of the Shares is a suitable investment and Subscriber can bear a complete loss of such investment.

(ix) Subscriber has the financial ability to bear the economic risk of acquiring the Shares, has adequate means for providing for current needs and contingencies, and has no need for liquidity with respect to an investment in the Shares.

(x) Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares.

(xi) Subscriber acknowledges the Shares were not offered to Subscriber by means of publicly disseminated advertisements or sales literature, nor is Subscriber aware of any offers made to other persons by such means.

(xii) Neither (i) Subscriber, (ii) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor (iii) any beneficial owner of any of the Company's voting equity securities (in accordance with Rule 506(d) of the Securities Act) held by Subscriber is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("Disqualification Events"), except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed reasonably in advance of the Closing in writing in reasonable detail to the Company.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Subscriber as follows:

(a) Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware, with all requisite power and authority to own, operate, and lease its assets and properties and to carry on its business as now being conducted. The Company is not subject to any material disability by reason of the failure to be duly qualified as a foreign corporation for the transaction of business or to be in good standing under the laws of any jurisdiction.

(b) Binding Obligation. The Company has all requisite power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, except as the enforceability hereof may be subject to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally and to general principles of equity.

(c) No Breach or Consent. The execution, delivery, and performance by the Company of this Agreement does not and will not conflict with, or result in any violation of or default under, (i) any provision of its governing documents, (ii) any material law, ordinance, rule, regulation, judgment, order, decree, or license applicable to the Company, or (iii) any contract, the violation of which would have a material adverse effect on the Company's business, financial condition, results of operation, or cash flows. No consent, approval, order, or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required by or with respect to the Company in connection with the Company's execution, delivery, or performance of this Agreement.

5. Further Assurances. Each party shall, from time to time at the reasonable request of another party, and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance, assignment, clarification, and termination, and take such other action as the party making the request may reasonably require to effectuate the intentions of the parties.

6. Indemnification.

(a) Subscriber (the "Indemnifying Party") agrees to indemnify the Company and its directors, officers, and other "controlling persons" (as defined in the Securities Act) (each, an "Indemnified Party" and, collectively, the "Indemnified Parties"), and, to the maximum extent permissible by law, to hold each such Indemnified Party harmless from and against any and all damages, claims, lawsuits, losses, liabilities, deficiencies, or expenses, whether or not resulting from third party claims (including reasonable attorney's fees) incurred by such Indemnified Party (collectively referred to herein as "Indemnified Losses"), which arise out of or are based upon a breach by Subscriber of any representation, warranty, or covenant contained in this Agreement applicable to such Indemnifying Party.

(b) Any Indemnified Party entitled to indemnification hereunder shall give prompt notice of its intention to seek indemnification to the Indemnifying Party, but the failure to give such notice will not result in any waiver of the rights of such Indemnified Party, except to the extent the Indemnifying Party is prejudiced thereby.

(c) The Indemnifying Party agrees that, if a proper demand for indemnification is made upon the Indemnifying Party hereunder, the Indemnifying Party will, within 30 days after such demand is made, satisfy the Indemnified Losses owed to the Indemnified Parties by cash payment, or make other arrangements accepted in writing by the Indemnified Party.

7. Notices. All notices, requests, consents, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the date of transmittal of services via telecopy or electronic mail to the party to whom notice is to be given (provided there has been no "bounceback" or other evidence the transmission was not received by the intended recipient), or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or overnight mail via a nationally recognized courier providing a receipt for delivery and properly addressed as set forth below (or, in the case of the Company, to the Company's Chief Executive Officer). Any party may change its address for purposes of this paragraph by giving notice of the new address to each of the other parties in the manner set forth above. Any notice, request, instruction, correspondence, or other document to be given hereunder by any party hereto to another (herein collectively called "Notice") shall be in writing and delivered in accordance with this Section 7 to a party as follows:

IF TO THE COMPANY:

ExsoMed Corporation
7227 N. 16th St., Suite 245
Phoenix, Arizona 85020
Attention: Chief Executive Officer
Email:

with a copy to:

Weiss Brown, PLLC
Scott K. Weiss
6263 N. Scottsdale Road, Suite 340
Scottsdale, Arizona 85250
Email: scott.weiss@weissbrown.com

IF TO SUBSCRIBER:

Exsomed Holding Company, LLC
7227 N. 16th St., Suite 245
Phoenix, Arizona 85020
Attention: Chief Executive Officer
Email:

with a copy to:

Osborn Maledon, P.A.
Jonathan F. Ariano
2929 North Central Avenue
Twenty-First Floor
Phoenix, AZ 85012-2793
Email: jariano@omlaw.com

Notice given by personal delivery or registered mail shall be effective upon actual receipt.

8. Governing Law and Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

9. Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or in any exhibit hereto. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

10. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits, or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective permitted successors and assigns, any rights, benefits, or obligations hereunder.

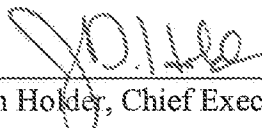
11. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

COMPANY:

EXSOMED CORPORATION

By:  _____
Jon Holder, Chief Executive Officer

SUBSCRIBER:

EXSOMED INTERNATIONAL, LLC,
a Nevis limited liability company, its managing
member

By: ATP Directors, Limited
Its: Sole Manager

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

COMPANY:

EXSOMED CORPORATION

By: _____
Jon Holder, Chief Executive Officer

SUBSCRIBER:

EXSOMED HOLDING COMPANY, LLC

EXSOMED INTERNATIONAL, LLC,
a Nevis limited liability company, its managing
member

By: ATP Directors, Limited
Its: Sole Manager

By: _____
Printed Name: _____
Its: Authorized Signatory

EXHIBIT A

Excluded Assets

1. Records with respect to Subscriber's employees, provided that reasonable access thereto shall be provided to Company upon written request for a period of six years following the date of the contribution contemplated by this Agreement.
2. Books and records with respect to taxes, provided that reasonable access thereto shall be provided to Company upon written request for a period of six years following the date of the contribution contemplated by this Agreement.
3. Corporate minute books and membership records, and other corporate records of Subscriber.

EXHIBIT B

Contributed Assets

All assets of Subscriber other than Excluded Assets.

EXHIBIT C

Excluded Liabilities

1. The obligations of Subscriber related to one or more loans to Subscriber advanced by Lloyd Champagne or Jozef Zoldos (or any trust established by or entity owned or controlled by such party).
2. Any tax liability associated with the transfer of the Contributed Assets from one or more affiliates of Subscriber to Subscriber prior to the date of this Agreement.

EXHIBIT D

Assumed Liabilities

All liabilities of Subscriber other than Excluded Liabilities.