

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7183717

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INCYPHAE INC.	04/09/2019
RECEIVING PARTY DATA		
Name:	RESONEA, INC.	
Street Address:	16420 N 92ND STREET	
Internal Address:	SUITE E224	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85260	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17104316
CORRESPONDENCE DATA		
Fax Number:	(516)822-3582	
<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:	516-822-3550	
Email:	AGVDOCKET@hbiplaw.com	
Correspondent Name:	HOFFMANN & BARON LLP	
Address Line 1:	6900 JERICO TURNPIKE	
Address Line 4:	SYOSSET, NEW YORK 11791	
ATTORNEY DOCKET NUMBER:	2713-5 PCT/CON (3A)	
NAME OF SUBMITTER:	ALEXANDER G. VODOVOZOV	
SIGNATURE:	/alexander g. vodovozov/	
DATE SIGNED:	02/18/2022	
Total Attachments: 8		
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INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Assignment and Agreement (this “Agreement”), dated and effective as of April 9, 2019 (“Effective Date”), is made by Incyphae, an Arizona corporation (“Incyphae”), for the benefit of Resonea, Inc., a Delaware corporation and its successor and assigns (the “Resonea”). Incyphae and Resonea are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Incyphae has developed and owns all right, title, and interest in, to and under certain Intellectual Property related to the business of sleep breathing health, and disease (the “Business”).

B. Incyphae desires to transfer all right, title, and interest in, to, and under all Intellectual Property of Incyphae to Resonea.

C. Resonea desires to own all right, title, and interest in, to, and under all the Intellectual Property of Incyphae.

D. Resonea desires to grant to Incyphae, and Incyphae is willing to accept, a limited license under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. **Assignment.** Incyphae shall irrevocably assign, transfer, and convey, and does hereby irrevocably assign, transfer, and convey to Resonea all right, title, and interest in, to, and under all Intellectual Property (defined in Exhibit A) that Incyphae now owns or controls or hereafter may own or control, where such Intellectual Property includes, without limitation, all technology and all intellectual property rights therein, based thereon, and related thereto, including, but not limited to, the Intellectual Property (collectively, the “Assigned Property”). Incyphae hereby acknowledges that Incyphae retains no rights in or to the Assigned Property, and agrees not to challenge the validity of Resonea’s ownership of, or any other aspect of, the Assigned Property. The right, title, and interest is to be held and enjoyed by Resonea and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Incyphae had this assignment not been made.

Section 2. **Recordation and Further Assurances.** Incyphae hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Resonea. Upon each request by Resonea, without additional consideration, Incyphae agrees: (a) to promptly execute documents, testify, and take other acts at Resonea’s expense as Resonea may deem necessary or desirable to procure, maintain, perfect, enforce, and defend the full benefits, enjoyment, rights, title and interest of the Assigned Property on a worldwide basis; and (b) to render all necessary assistance in the

preparation and prosecution, in Resonea's name and for its benefit, of any applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutions, and extensions, in the United States or a foreign country, covering the Assigned Property. If Resonea is unable for any reason, after reasonable effort, to secure Incyphae's signature on any document needed in connection with the actions specified in this Agreement, Incyphae hereby irrevocably designates and appoints Resonea and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by Incyphae.

Section 3. Moral and Attribution Rights. Incyphae waives all moral, attribution, and integrity rights in the Assigned Property and further agrees that Resonea, its successors and assigns, and any of its direct or indirect licensees shall not be obligated to designate Incyphae as an author or co-author of any the Assigned Property.

Section 4. Assignment by Contractors and Employees. Incyphae has executed agreements with all of its employees and contractors to irrevocably assign, transfer, and convey to Incyphae all right, title, interest in, to, and under Assigned Property that the employee or contractor of Incyphae now owns or controls or hereafter may own or control and that relates to the Assigned Property, including, but not limited to, exclusive right, title, and interest in, to, and under the Assigned Property. Incyphae's agreements with its contractors shall specify that all works of authorship created under the agreement between the Incyphae and the contractor shall be deemed works made for hire under Title 17 of the United States Code or analogous law or statute of any other jurisdiction. As between the Incyphae and Resonea, any Intellectual Property invented, conceived of, created or authored by employees or contractors employed by both Incyphae and Resonea shall be, and hereby is, assigned to Resonea.

Section 5. License. Resonea hereby grants to Incyphae a limited, worldwide, non-exclusive, paid-up, irrevocable, non-transferable, non-sublicensable license to use the Intellectual Property solely in the field outside of the Business (the "License"). Incyphae will not in any manner whatsoever, directly, indirectly, whether by itself, through others, or cause or induce anyone to: (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to derive the source code of the Intellectual Property; (ii) modify, change, alter, create derivative works based upon, or translate the Intellectual Property; (iii) decode, de-encrypt or engineer around any authorization codes, lockout software or other security measures contained in the Intellectual Property; or (iv) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Intellectual Property in any form whatsoever, except as expressly permitted in writing by Resonea.

Section 6. Representations, Warrants and Covenants. Incyphae represents, warrants, and covenants to Resonea that, as of the Effective Date and continuing through the term of the License: (i) it has all necessary rights and authorizations to (a) enter into and perform this Agreement and (b) grant to Resonea all rights it purports to grant to Resonea herein; (ii) nothing in this Agreement or in the performance of this Agreement will place Incyphae in breach of any other agreement or obligation; (iii) Incyphae has not sold, assigned, leased, licensed, or in any other way disposed of or encumbered the rights granted to Resonea; (iv) there is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened that questions or challenges the ability or right of Incyphae to enter into this Agreement or to perform any of its obligations hereunder; and (v) Incyphae shall not at any time engage in any act of omission or commission that would impair in any way Resonea's right, title, or interest in any of the Assigned Property and shall not at any time induce, aid, or abet others to do any of the foregoing.

Section 7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the United States of America and, to the extent applicable, the State of Delaware, without regard to the State of Delaware's conflict or choice of law principles.

Section 8. **Severability.** If any provision of this Agreement shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (i) such provision shall be separated from this Agreement; (ii) such invalidity, illegality, unenforceability, or conflict shall not affect any other provision hereof; and (iii) this Agreement shall be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

Section 9. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon Resonea and Incyphae and their respective successors and assigns, but this Agreement shall not create any right of subrogation or other right on the part of any other person.

Section 10. **Amendments and Waivers.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Resonea and Incyphae. No waiver by any Party of any right, power, privilege, or claim under or provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

Section 11. **Merger and Integration.** This Agreement contains the entire understanding between Parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, between Resonea and Incyphae concerning the subject matter of this Agreement.

Section 12. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 13. **Miscellaneous.** The recitals set forth above are incorporated herein by reference. The words "includes" and "including" are not limiting in any way. By signature below, each Party acknowledges that (i) it has read, understood, and approved of this Agreement; (ii) it has had an opportunity to consult with its respective counsel, and with such other experts and/or advisors as it has deemed necessary in connection with the negotiation, execution, and delivery of this Agreement; (iii) the provisions contained herein represent an agreed allocation of risks that is reflected in the obligations hereunder; (iv) this Agreement has been fully and fairly negotiated; (v) it has had ample opportunity to ask questions of the other Party regarding the provisions of this Agreement; and (vi) it has caused this Agreement to be executed by a duly authorized representative who has the authority to bind that Party to this Agreement.

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This Agreement is effective as of the Effective Date set forth above.

INCYPHAE, INC.:

Sign Name: 
Print Name: Sanjiv Narayan, MD
Title: Director

RESONEA, INC.:

Sign Name: 
Print Name: Ruchir Sehra, MD
Title: CEO

EXHIBIT A

INTELLECTUAL PROPERTY

“Intellectual Property” means and includes, but is not limited to, all right, title, and interest in, to, and under the following:

(a) The DROWZLE trademark, and any and all trademarks, service marks, trade names, and trade dress rights, whether registered or not, applications to register, registrations, and renewals of those marks and like protections, related to the DROWZLE trademark, and the entire goodwill connected with and symbolized by those marks and rights (collectively, “Trademarks”);

(b) Any and all patent applications and patents or similar legal protection relating to the Intellectual Property, in the United States and its territorial possessions and in all foreign countries, and including any continuation, continuation-in-part, division, patent of addition, utility model, industrial design, renewal, substitute, reissue, or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, and the right to claim priority from any such patent applications or patents under the Patent Laws of the United States, the International Convention, or any other international agreement or domestic laws of any and all foreign countries, including, but not limited to, the Schedule of Patents as set forth in Exhibit B;

(c) The system and method for assessing breathing, which is disclosed in the Patents, including the software program, algorithm, and technical know-how (collectively, the “Breathing Assessment Technology”);

(d) Any and all patches, bug fixes, releases, versions, modifications or successors to the Breathing Assessment Technology;

(e) Any and all information reflecting the access or use of the App by or on behalf of a user of the App, including any end-user profile-, Visit-, session-, impression-, click through- or click stream- data and any statistical or other analysis, information or data base don or derived from any of the foregoing;

(f) Any and all improvements, innovations, inventions, ideas, concepts, discoveries, designs, and other industrial property rights related to the Patents and the Breathing Assessment Technology (whether patentable or not, whether registrable or not) (collectively, the “Discoveries”) that Incyphae conceived, developed, or reduced to practice by Incyphae’s employees or contractors, alone or with one or more other persons, and patent disclosures based thereon (collectively, the “Patent Related Materials”), including, but not limited to: (i) the Discoveries themselves; (ii) any domestic or foreign rights associated with any such Discoveries; (iii) any state, foreign, convention, and/or treaty rights associated with any Discoveries; (iv) any and all applications for registering any such Discoveries; (v) any and all registrations for any such Discoveries; and (vi) any and all renewals and extensions for any such Discoveries and associated registrations;

(g) Any and all works of authorship (whether copyrightable or not) related to the Patents and the Breathing Assessment Technology (collectively the “Copyrights”), including, but not limited to: (i) the works of authorship themselves; (ii) any United States of America rights (including, but not limited to, all rights afforded by Title 17 of the United States Code) associated with any such works of authorship; (iii) any state, foreign, convention, and/or treaty rights associated with any such works of authorship; (iv) any and all applications for registering any such works of authorship; (v) any and

all registrations for any such works of authorship; and (vi) any and all renewals and extensions for any such works of authorship and associated registrations;

(h) Any and all rights to sue for present, past, and future infringement or misappropriation, or to otherwise enforce any rights and file any causes of action, in law and/or equity in, to, and under any of the above;

(i) Any and all rights to all licenses, income, royalties, fees, damages, and payments now or hereafter due or payable in, to, and under any of the above; and

(j) Any and all other legal protections throughout the world in, to, and under any of the above.

EXHIBIT B**SCHEDULE OF PATENTS**

County	Status	Appln. No.	Appln. Date	Title	Publ. No.	Publ. Date	Pat. No.	Issue Date
US	Expired	62/043,760	8/29/2014	Method and Apparatus for Enhancing Nervous Function				
PCT	Pending	PCT/US2015/046819	8/25/2015	Method and Apparatus for Enhancing Nervous Function	WO2016/033118	3/3/2016		
China PR	Pending	201580058515.X	8/25/2015	Method and Apparatus for Enhancing Nervous Function				
US	Issued	15/443,888	2/27/2017	Method and Apparatus for Enhancing Nervous Function	US 2017-0196503 A1	7/13/2017	10,092,235	10/9/2018
US	Pending	16/131,651	9/14/2018	Method and Apparatus for Enhancing Nervous Function				
EU Patent Convention	Pending	15757627.3	8/25/2015	Method and Apparatus for Enhancing Nervous Function				
Japan	Pending	2017-530961	8/25/2015	Method and Apparatus for Enhancing Nervous Function				
Japan	Pending	2019-177726	8/25/2015	Method and Apparatus for Enhancing Nervous Function				
PCT	Pending	PCT/US2015/047820	8/31/2015	Method and System for Combining Physiological and Machine Information to Enhance Function	WO2016/033609	3/3/2016		

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China PR	Pending	201580058620.3	8/31/2015	Method and System for Combining Physiological and Machine Information to Enhance Function				
US	Pending	15/443,956	2/27/2017	Method and System for Combining Physiological and Machine Information to Enhance Function	US 2017-0164893 A1	6/15/2017		
EU Patent Convention	Pending	15766279.2	8/31/2015	Method and System for Combining Physiological and Machine Information to Enhance Function				
Japan	Pending	2017-531456	8/31/2015	Method and System for Combining Physiological and Machine Information to Enhance Function				
Japan	To be Filed	Divisional for 2017-531456		Method and System for Combining Physiological and Machine Information to Enhance Function				
US	Pending	15/636,056	6/28/2017	Diagnosis Tailoring of Health and Disease	US 2019-0000350 A1	1/3/2019		
PCT	Pending	PCT/US2017/039741	6/28/2017	Diagnosis Tailoring of Health and Disease	WO2019/005039	1/3/2019		
EU Patent Convention	Pending	17811424.5	6/28/2017	Diagnosis Tailoring of Health and Disease				
US	Pending	15/570,434	10/30/2017	Diagnosis Tailoring of Health and Disease	US 2019-0000349	1/3/2019		
China PR	To be Filed	National Phase for PCT/US2017/039741		Diagnosis Tailoring of Health and Disease				

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