

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7236700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREEN LEAF ENGINEERING LLC	03/22/2022
RECEIVING PARTY DATA	
Name:	PAINSCAN SYSTEM, INC.
Street Address:	202 MORNINGSIDE DRIVE SE
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87108
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62626260
Application Number:	62732435
Patent Number:	11241191
Application Number:	17568679
CORRESPONDENCE DATA	
Fax Number:	(646)712-8005
<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:	6467590958
Email:	uspto@zellerip.com
Correspondent Name:	ZELLER IP GROUP PLLC
Address Line 1:	247 W 87TH ST
Address Line 2:	10K
Address Line 4:	NEW YORK, NEW YORK 10024
ATTORNEY DOCKET NUMBER:	JUSTHE-105002
NAME OF SUBMITTER:	KYLE ZELLER
SIGNATURE:	/Kyle Zeller/
DATE SIGNED:	03/22/2022
Total Attachments: 13	
source=PainScan - Patent Assignment Agreement (Final).docx#page1.tif	
source=PainScan - Patent Assignment Agreement (Final).docx#page2.tif	

source=PainScan - Patent Assignment Agreement (Final).docx#page3.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page4.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page5.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page6.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page7.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page8.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page9.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page10.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page11.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page12.tif
source=PainScan - Patent Assignment Agreement (Final).docx#page13.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Agreement”) is made and entered into as of the last date of the signatures below (“Effective Date”), by and between Green Leaf Enginuity LLC, a company doing business at 202 Morningside Drive SE, Albuquerque, NM 87108 (“Assignor”), and PainScan System, Inc., a company doing business at 202 Morningside Drive SE, Albuquerque, NM 87108 (“Assignee”). The parties hereby agree as follows:

1. BACKGROUND

- 1.1. Assignor is the owner of the Patents, as defined below.
- 1.2. Assignor wishes to sell to Assignee all right, title, and interest in the Patents, including all enforcement rights.
- 1.3. Assignee wishes to purchase from Assignor all right, title and interest in such Patents free and clear of any restrictions, liens, claims and encumbrances other than as specified below in Section 4.3.
- 1.4. Assignor wishes to receive a license back from Assignee to the Patents.

2. DEFINITIONS

- 2.1. “Affiliate” means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term “control” means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.
- 2.2. “Effective Date” is the date of Assignor’s signature on the signature line of this Agreement.
- 2.3. “Entity” means any person corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.4. “Patents” means the United States and foreign patents and patent applications set forth on Exhibit A hereto, including without limitation, all provisionals, divisions, continuations, continuations-in-part, reissues, and corresponding domestic and foreign applications and patents thereof (whether or not such applications are set forth on Exhibit A).

2.5. “Patent Rights” means the Patents and the additional rights set forth in Section 4.2.

2.6. “Prosecution Files” means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Patents, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Patents to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Patents.

3. DELIVERY AND PAYMENT

3.1. **Delivery.** Assignor will send to Assignee, at its own expense, the items identified on Exhibit B (the “Deliverables”) within ten (10) calendar days following the Effective Date.

3.2. **Payment.** Within thirty (30) business days of the Effective Date, Assignee will pay to Assignor \$1.00 by check or electronic transfer. Assignee may record assignments with any applicable intellectual property offices only on or after the Effective Date.

4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

4.1. **Assignment of Patents.** Upon the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee, or shall have caused its Affiliates to sell, assign, transfer and convey to Assignee, all right, title, and interest in and to the Patents.

4.2. **Assignment of Additional Rights.** Upon the Effective Date, Assignor hereby also sells, assigns, transfers, and conveys to Assignee, or shall have caused its Affiliates to sell, assign, transfer and convey to Assignee, all right, title, and interest in and to all:

- 4.2.1. inventions, invention disclosures, and discoveries described in the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; and
- 4.2.2. causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents, including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing; and
- 4.2.3. Assignor further authorizes the United States Patent and Trademark Office to record an assignment of Patents so as to show ownership of the relevant Patent in the name of Assignee.

4.3. **Existing Licenses.** The transfers of the Patent Rights pursuant to Sections 4.1 and 4.2 are subject to any existing licenses and covenants not to sue executed prior to the Effective Date that are expressly binding on successors to the applicable Patents (“Existing Licenses”); any and all such Existing Licenses and the entities to which they apply are identified on Exhibit C hereunder. Other than the license grants and covenants not to sue described in the preceding sentence, Assignee will not assume the obligations under such existing licenses of, and covenants not to sue on, the Patents, and, for the avoidance of doubt, such existing licensing or covenant not to sue agreements and rights resulting from such agreements (including but not limited to royalties payable under such agreements) shall not be transferred to Assignee under this Agreement.

5. ADDITIONAL OBLIGATIONS

5.1. **Further Cooperation.** At the reasonable request of Assignee, Assignor will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Assignee the benefit of the transactions contemplated hereby. To the

extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution Files, Assignor will ensure that it is not disclosed to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) Assignor gave Assignee prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Prosecution Files. In addition, Assignor will continue to prosecute, maintain, and defend the Patents at its sole expense until the Effective Date. With respect to the Patents, to the extent that any conception and reduction to practice information is not provided as part of the Deliverables, Assignor shall promptly respond to Assignee's requests for any such additional information that may exist, if needed by Assignee in connection with the prosecution and enforcement of the Patents.

5.2. **Payment of Fees.** Assignor will pay any maintenance fees, annuities, and the like due or payable on the Patents until the Effective Date. Assignor hereby gives Assignee power-of-attorney to (a) execute documents in the name of Assignee in order to effectuate the recordation of the transfers of any portion of the Patents in a governmental filing office in the world and (b) instruct legal counsel to take steps to pay maintenance fees and annuities that Assignor declines to pay and to make filings on behalf of Assignor prior to the Effective Date and otherwise preserve the assets through the Effective Date. Such power-of-attorney is irrevocable and coupled with an interest.

5.3. **Conduct.** Assignor shall not engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the Patents or render any portion of the Patents unenforceable.

6. ASSIGNOR REPRESENTATIONS AND WARRANTIES

Assignor hereby represents and warrants to Assignee as follows that as of the Effective Date:

6.1. **Authority.** Assignor is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Assignor has the full power and authority and has obtained all third-party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patent Rights to Assignee.

6.2. **Title and Contest.** Assignor or its Affiliate owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Assignor and its Affiliates have obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. Each of the Patents is free and clear of (a) any restrictions and encumbrances including without limitation any pledge, charge, hypothecation, liens, claim, mortgage, security interest, license, covenant not to sue, or other restrictions and encumbrances, (collectively “Restrictions and Encumbrances”) and (b) any agreement to create any Restrictions and Encumbrances, in each case other than the existing licenses and covenants not to sue that are expressly binding on successors to the Patents described in Section 4.3 and listed as Existing Licenses on Exhibit C. There are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents.

6.3. **Existing Licenses.** After the Effective Date, none of Assignors or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the Patents, except as described in Section 4.3. None of the licenses or rights in the Patents granted by Assignor or its Affiliate is an exclusive grant or right and each such license is nontransferable (except solely in the context of acquisition of the respective licensee and in that case, the scope of each such license or rights in the Patents is limited to the activities of the licensee prior to the acquisition) and non-sublicensable (except to affiliates of the licensee). There are no Existing Licenses other than those identified in Exhibit C.

6.4. **Validity and Enforceability of Patents.** None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in a final decision in any administrative, arbitration, judicial or other proceeding.

6.5. **Conduct.** There is no obligation imposed by a standards-setting organization on Assignor or Assignee to license any of the Patents on particular terms or conditions.

6.6. **Fees.** All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens)

even if the surcharge date or final deadline for payment of such fee would be in the future.

7. MISCELLANEOUS

- 7.1. Disclaimer of Representations and Warranties.** NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.2. Limitation of Liability.** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES BY ASSIGNOR SET FORTH IN SECTION 6, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE SET FORTH IN SECTION 3.4. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 7.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.3. Limitation of Consequential Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.4. Compliance with Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the

transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

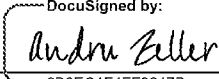
- 7.5. **Governing Law; Venue/Jurisdiction.** This Assignment will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its choice of law principles to the contrary. The parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.
- 7.6. **Notices.** All notices given hereunder will be given in writing (in English or with an English translation), will refer to Assignor, Assignee, and to this Agreement and will be delivered via mail or email.
- 7.7. **Relationship of Parties.** The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 7.8. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
- 7.9. **Waiver.** Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.
- 7.10. **Miscellaneous.** This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only

and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: Exhibit A ("Patents"), Exhibit B ("Deliverables"), Exhibit C ("Existing Licenses"), Exhibit D ("Enforcement Activities"), and Exhibit E ("Other Actions").

7.11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the execution date set forth below.

Green Leaf Enginuity LLC

By: 
DocuSigned by: 6B2EC1F4FF9247B...
 Name: Andru Zeller
 Title: Managing Member
 Date: March 17, 2022

PainScan System, Inc.

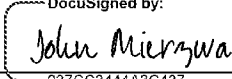
By: 
DocuSigned by: 937CC3444A3C437...
 Name: John Mierzwa
 Title: CEO
 Date: March 22, 2022

Exhibit A - Patents

Title	Application No.	Filing Date	Patent No.	Issue Date
Systems and Methods for Detecting and Characterizing Pain	US 62/626,260	2018-02-05		
Systems and Methods for Detecting and Characterizing Pain	US 62/732,435	2018-09-17		
Systems and Methods for Detecting and Characterizing Pain	US 16/268,177	2019-02-05	11,241,191	2022-02-08
Systems and Methods for Detecting and Characterizing Pain	US 17/568,679	2022-01-04		

Exhibit B – Deliverables

Assignor will cause the following to be delivered to Assignee within the time provided in Section 3.1 of the attached Agreement:

- If in your possession, the original ribbon copy of any Patents issued by the United States Patent and Trademark Office,
- If in your possession, all available conception and reduction to practice materials,
- If in your possession, any copies of the Prosecution Files.
- Enforcement Activities. As scheduled in Exhibit D, any correspondence, filings or other documents in your possession pursuant to which Assignor has (i) put a third party on notice of actual or potential infringement of any of the Patents, (ii) formally invited any third party to enter into a license under the Patents, or (iii) initiated any enforcement action with respect to the Patents.
- As scheduled in Exhibit E, materials related to any other actions, suits, investigations, claims, or proceedings threatened, pending, or, to Assignor's knowledge, in progress relating in any way to the Patents (beyond those encompassed by Enforcement Activities indicated above).
- Existing Licenses. A copy of any and all Existing Licenses listed in Exhibit C that remain in your possession.
- Merger or Change of Name Documents. A copy of any and all merger or change of name documents (such as those related to a change of an Entity's name after or upon a merger) or other such documents relating to any of the Assignor's or its predecessor entities, as necessary to establish chain of title for any of the Patents, and in a form suitable for recordation with any applicable intellectual property offices.
- Security Agreements. A copy of any and all security agreements and their corresponding releases relating to any of the Patents.

Exhibit C – Existing Licenses

List any entity that has an existing license related to the Patents.

Licensed Entity Name	Agreement Title	Effective Date
N/A		

Exhibit D – Enforcement Activities

Any correspondence, filings or other communications to which Assignor has (i) put a third party on notice of actual or potential infringement of any of the Patents, (ii) formally invited any third party to enter into a license under the Patents, or (iii) initiated any enforcement action with respect to any of the Patents.

Third Party Contacted	First Contact Date	Enforcement Action Initiated? (Y/N)
N/A		

Exhibit E – Other Actions

Any other actions, suits, investigations, claims, or proceedings threatened, pending, or, to Assignor's knowledge, in progress relating in any way to the Patents (beyond those encompassed by Enforcement Activities scheduled in Exhibit D).

Third Party Threatening Action	First Contact Date	Did Party Take Formal Action?	Is Matter Resolved?
N/A			