

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7253267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
BLUE SPARK TECHNOLOGIES, INC.	03/30/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	BLUE SPARK INNOVATIONS, LLC
<b>Street Address:</b>	806 SHARON DRIVE, SUITE G
<b>City:</b>	WESTLAKE
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	8722235
Patent Number:	8029927
Patent Number:	8268475
Patent Number:	8722233
Patent Number:	8734980
Patent Number:	8441411
Patent Number:	8574754
Patent Number:	9027242
Patent Number:	8765284
Patent Number:	9782082
Patent Number:	10617306
Patent Number:	9444078
Patent Number:	9693689
Patent Number:	10631731
Patent Number:	10849501
Application Number:	17064708

**CORRESPONDENCE DATA**

**Fax Number:** (216)579-6073

*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.*

**PATENT**

**Phone:** 216-579-1700  
**Email:** carndt@pearne.com  
**Correspondent Name:** PEARNE & GORDON LLP  
**Address Line 1:** 1801 EAST 9TH STREET  
**Address Line 2:** SUITE 1200  
**Address Line 4:** CLEVELAND, OHIO 44114-3108

<b>ATTORNEY DOCKET NUMBER:</b>	THIN-J9326
<b>NAME OF SUBMITTER:</b>	BRYAN M. GALLO
<b>SIGNATURE:</b>	/bryanmgallo/
<b>DATE SIGNED:</b>	03/30/2022

**Total Attachments: 15**

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**PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (this "Agreement"), is made and entered into as of March 30, 2022 (the "Effective Date"), by and among Blue Spark Technologies, Inc., an Ohio corporation (the "Assignor") and Blue Spark Innovations, LLC, a Delaware limited liability company (the "Assignee"). Each of Assignor and Assignee may be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, Assignor, having a principal place of business at 806 Sharon Drive, Suite G, Westlake, Ohio 44145, desires to assign, convey, transfer, deliver and vest all of its right, title and interests in and to the patents set forth on Schedule 1 attached hereto (the "Patents") and the patent applications set forth on Schedule 1 attached hereto (the "Patent Applications"), and the inventions described in or claimed therein (the "Inventions");

**WHEREAS**, Assignee, having a principal place of business at 806 Sharon Drive, Suite G, Westlake, Ohio 44145, is desirous of acquiring the entire right, title and interest of Assignor in and to said Patents, Patent Applications and Inventions.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN**, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, assigns, transfers, delivers and conveys, unto said Assignee, its successors and assigns, its entire right, title and interest in and to the Patents and Patent Applications, and the Inventions, and all divisions, continuations, continuations-in-part and renewals of such Patents and Patent Applications and all Patents of the United States which may be granted on, or claim priority to or common priority with, any such Patent Applications, and Inventions, and all reissues, re-examinations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for an Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Patents and Patent Applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; together with any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and/or future infringement or other violation thereof, whether currently known to Assignor as of the date hereof or that may become known after the date of this Agreement, for the use of Assignee, its successors and assigns. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to

the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, and to record this Agreement (and all other documents and instruments evidencing any ownership right granted herein duly executed on behalf of Assignor). Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

2. Further Assurances. Assignor further covenants and agrees at any time to execute and to deliver upon request of the Assignee such additional documents, if any, as are necessary or desirable to maintain and secure patent protection on said Inventions, Patents, and Patent Applications throughout all countries of the world, and otherwise to do such acts as are necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and contribution as may be necessary or desirable. This Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors and assigns.

3. Governing Law. The Parties hereto have irrevocably agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Agreement shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder. Each of the Parties hereto hereby irrevocably commits to the jurisdiction of the federal courts located in the State of New York over any action or proceeding arising out of or relating to this Agreement and each hereby waives the defense of an inconvenient forum for the maintenance of such action.

4. Severability. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, the Parties hereby agree that such invalidity or illegality shall not invalidate the whole Agreement, but this Agreement shall be construed as if it did not contain the provision or provisions claimed or held to be invalid or unenforceable, the rights and obligations of the Parties shall be construed and enforced accordingly.

5. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either of the Parties to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

6. Miscellaneous. All headings used in this Agreement are inserted for the purpose of convenience only and are not intended to affect or alter the meaning or interpretation of this Agreement or any clause or provision herein. For purposes of the construction and interpretation of this Agreement, the word "including" (and variations thereof such as "include" and "includes") and the phrase "such as" will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Any reference to "herein" or "hereunder" in this Agreement, unless stated otherwise, refers to this Agreement in its entirety. Unless otherwise defined herein, capitalized terms used in this Agreement (whether in singular or in plural form) have the meanings given to such terms in this Agreement.

7. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD, IN THE EVENT OF LITIGATION, DECLINE TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

8. Facsimiles; Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Either Party's delivery of any executed counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Agreement in the presence of the other Party, and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.


[Signature Page Follows]

This Agreement is effective as of this March 30, 2022.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by a duly authorized officer.

**ASSIGNOR:**

BLUE SPARK TECHNOLOGIES, INC.

By: 

Name: John Gannon

Title: Chief Executive Officer

Date: March 30, 2022

**ASSIGNEE:**

BLUE SPARK INNOVATIONS, LLC

By: 

Name: John Gannon

Title: Chief Executive Officer and President

Date: March 30, 2022

Schedule 1  
PATENTS AND PATENT APPLICATIONS

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P36610DE0	GERMANY	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	PCT/US2005/013783	4/21/2005	1749319	7/9/2014	ISSUED
THIN	P36610EP0	EUROPEAN PATENT CONVENT	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	05738396.0	4/21/2005	1749319	7/9/2014	ISSUED
THIN	P36610FI0	FINLAND	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	PCT/US2005/013783	4/21/2005	1749319	7/9/2014	ISSUED
THIN	P36610GB0	UNITED KINGDOM	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	PCT/US2005/013783	4/21/2005	1749319	7/9/2014	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P36610HK0	HONG KONG	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	07108448.4	4/21/2005	HK1102522	10/17/2014	ISSUED
THIN	P36610JP0	JAPAN	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	2007-509672	4/21/2005	4996456	5/18/2012	ISSUED
THIN	P36610KR0	SOUTH KOREA	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	10-2006-7021980	4/21/2005	10-1220575	1/3/2013	ISSUED
THIN	P36610KR1	SOUTH KOREA	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME	10-2012-7013117	4/21/2005	1316276	10/1/2013	ISSUED
THIN	P36610US1	UNITED STATES	THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND	11/110,202	4/20/2005	8,722,235	5/13/2014	ISSUED



Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P37990CH-LI0	SWITZERLAND	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME	06739079.9	3/21/2006	1866987	1/25/2017	ISSUED
THIN	P37990DE0	GERMANY	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHOD OF MAKING THE SAME	06739079.9	3/21/2006	60 2006 051 631.2	1/25/2017	ISSUED
THIN	P37990EP0	EUROPEAN PATENT CONVENT	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME	06739079.9	3/21/2006	1866987	1/25/2017	ISSUED
THIN	P37990FI0	FINLAND	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHOD OF	06739079.9	3/21/2006	1866987	1/25/2017	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
			MAKING THE SAME					
THIN	P37990FR0	FRANCE	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHOD OF MAKING THE SAME	06739079.9	3/21/2006	1866987	1/25/2017	ISSUED
THIN	P37990GB0	UNITED KINGDOM	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHOD OF MAKING THE SAME	06739079.9	3/21/2006	1866987	1/25/2017	ISSUED
THIN	P37990JP0	JAPAN	THIN PRINTABLE ELECTROCHEMICAL CELL BASED ON A PICTURE FRAME AND METHOD OF MAKING THE SAME	2008-503084	3/21/2006	5255432	4/26/2013	ISSUED
THIN	P37990KR0	SOUTH KOREA	THIN PRINTABLE ELECTROCHEMICAL CELL BASED ON A PICTURE FRAME AND METHOD OF	1 0-2007-7024295	3/21/2006	1238939	2/25/2013	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P37990KR1	SOUTH KOREA	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME	10-2012-7024947	3/21/2006	1239054	2/25/2013	ISSUED
THIN	P37990US1	UNITED STATES	THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME	11/378,520	3/17/2006	8,029,927	10/4/2011	ISSUED
THIN	P37990US2	UNITED STATES	THIN PRINTABLE ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME	13/223,845	9/1/2011	8,268,475	9/18/2012	ISSUED
THIN	P38211US1	UNITED STATES	RFID ANTENNA-BATTERY ASSEMBLY AND THE METHOD TO MAKE THE SAME	11/379,816	4/24/2006	8,722,233	5/13/2014	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P38211US2	UNITED STATES	ELECTRICAL DEVICE-BATTERY ASSEMBLY AND THE METHOD TO MAKE THE SAME	13/455,308	4/25/2012	8,734,980	5/27/2014	ISSUED
THIN	P42565US1	UNITED STATES	INTEGRATED ELECTRONIC DEVICE AND METHODS OF MAKING SAME	12/669,067	1/14/2010	8,441,411	5/14/2013	ISSUED
THIN	P4311IDE0	GERMANY	HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME	08868145.7	12/18/2008	2235773	5/8/2013	ISSUED
THIN	P4311IFI0	FINLAND	HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME	08868145.7	12/18/2008	2235773	5/8/2013	ISSUED
THIN	P4311IGB0	UNITED KINGDOM	HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF	08868145.7	12/18/2008	2235773	5/8/2013	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P43111JP0	JAPAN	HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME	2010-539800	12/18/2008	5466175	1/31/2014	ISSUED
THIN	P43111US1	UNITED STATES	HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME	12/809,844	6/21/2010	8,574,754	11/5/2013	ISSUED
THIN	P48549US1	UNITED STATES	CELL ATTACHMENT METHOD	13/625,366	9/24/2012	9,027,242	5/12/2015	ISSUED
THIN	P49502US1	UNITED STATES	MULTI-CELL BATTERY	13/899,291	5/21/2013	8,765,284	7/1/2014	ISSUED
THIN	P50165CN0	CHINA	BODY TEMPERATURE LOGGING PATCH	2013800576185	6/25/2013	ZL2013800576185	1/12/2018	ISSUED
THIN	P50165DE	GERMANY	BODY TEMPERATURE LOGGING PATCH	13852079.6	6/25/13	2914167	8/4/21	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P50165FR	FRANCE	BODY TEMPERATURE LOGGING PATCH	13852079.6	6/25/13	2914167	8/4/21	ISSUED
THIN	P50165GB	UNITED KINGDOM	BODY TEMPERATURE LOGGING PATCH	13852079.6	6/25/13	2914167	8/4/21	ISSUED
THIN	P50165EP0	EUROPEAN PATENT CONVENT	BODY TEMPERATURE LOGGING PATCH	13852079.6	6/25/13	2914167	8/4/21	ISSUED
THIN	P50165HK0	HONG KONG	BODY TEMPERATURE LOGGING PATCH	15111297.0	6/25/2013	HK1210402	6/29/2018	ISSUED
THIN	P50165JP0	JAPAN	BODY TEMPERATURE LOGGING PATCH	2015-540660	6/25/2013	6316305	4/6/2018	ISSUED
THIN	P50165KR0	SOUTH KOREA	BODY TEMPERATURE LOGGING PATCH	10-2015-7011589	6/25/2013	1759806	7/13/2017	ISSUED
THIN	P50165US1	UNITED STATES	BODY TEMPERATURE LOGGING PATCH	13/926,508	6/25/2013	9,782,082	10/10/2017	ISSUED
THIN	P50165US2	UNITED STATES	BODY TEMPERATURE LOGGING PATCH	15/726,908	10/6/2017	10,617,306	4/14/2020	ISSUED
THIN	P50376DE0	GERMANY	BATTERY CELL CONSTRUCTION	13859061.7	11/27/2013	2926401	7/5/2017	ISSUED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P50376EP0	EUROPEAN	BATTERY CELL CONSTRUCTION	13859061.7	11/27/2013	2926401	7/5/2017	ISSUED
THIN	P50376FI0	FINLAND	BATTERY CELL CONSTRUCTION	13859061.7	11/27/2013	2926401	7/5/2017	ISSUED
THIN	P50376FR0	FRANCE	BATTERY CELL CONSTRUCTION	13859061.7	11/27/2013	2926401	7/5/2017	ISSUED
THIN	P50376GB0	UNITED KINGDOM	BATTERY CELL CONSTRUCTION	13859061.7	11/27/2013	2926401	7/5/2017	ISSUED
THIN	P50376HK0	HONG KONG	BATTERY CELL CONSTRUCTION	16103922.9	11/27/2013	HK1216053	4/6/2018	ISSUED
THIN	P50376JP0	JAPAN	BATTERY CELL CONSTRUCTION	2015-544206	11/27/2013	6178428	7/21/2017	ISSUED
THIN	P50376US1	UNITED STATES	BATTERY CELL CONSTRUCTION	14/091,981	11/27/2013	9,444,078	9/13/2016	ISSUED
THIN	P53766AU0	AUSTRALIA	BODY TEMPERATURE LOGGING PATCH	2014415560	12/31/2014	2014415560	8/23/2018	ISSUED
THIN	P53766EP0	EUROPEAN PATENT CONVENT	BODY TEMPERATURE LOGGING PATCH	14905665.7	12/31/2014			PUBLISHED
THIN	P53766CN0	CHINA	BODY TEMPERATURE LOGGING PATCH	2014800844554	12/31/2014	ZL2014800844554	11/19/2021	ISSUED
THIN	P53766HK0	HONG KONG	BODY TEMPERATURE LOGGING PATCH	17103161.8	12/31/2014			PUBLISHED

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P53766JP0	JAPAN	BODY TEMPERATURE LOGGING PATCH	2017-534283	12/31/2014	6510053	4/12/2019	ISSUED
THIN	P53766JP1	JAPAN	BODY TEMPERATURE LOGGING PATCH	2019-71234	4/3/2019	6738454	7/21/2020	ISSUED
THIN	P53766KR0	SOUTH KOREA	BODY TEMPERATURE LOGGING PATCH	10-2017-7016052	12/31/2014	1970084	4/11/2019	ISSUED
THIN	P53766US0	UNITED STATES	BODY TEMPERATURE LOGGING PATCH	14/587,626	12/31/2014	9,693,689	7/4/2017	ISSUED
THIN	P53766US1	UNITED STATES	BODY TEMPERATURE LOGGING PATCH	15/612,066	6/2/2017	10,631,731	4/28/2020	ISSUED
THIN	P57898AU0	AUSTRALIA	BODY TEMPERATURE LOGGING PATCH	2018314163	7/16/2018			PENDING
THIN	P57898EP0	EUROPEAN PATENT CONVENT	BODY TEMPERATURE LOGGING PATCH	18844195.0	7/16/2018			PUBLISHED
THIN	P57898US1	UNITED STATES	BODY TEMPERATURE LOGGING PATCH	15/989,674	5/25/2018	10,849,501	12/1/2020	ISSUED
THIN	P61489US2	UNITED STATES	SYSTEM AND METHOD OF USING BODY	17/064,708	10/7/2020			PENDING



EXECUTION VERSION

Client ID	Reference #	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date	Status
THIN	P61489WO0	WIPO	TEMPERATURE LOGGING PATCH SYSTEM AND METHOD OF USING BODY TEMPERATURE LOGGING PATCH	PCT/US2020/054476	10/7/2020			PENDING

PATENT

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RECORDED: 03/30/2022