

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7258582

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PIXIE SCIENTIFIC, LLC	07/27/2021
RECEIVING PARTY DATA		
Name:	ANAVAH HEALTH LLC	
Street Address:	8 SWARTHMORE RD.	
City:	WELLESLEY	
State/Country:	MASSACHUSETTS	
Postal Code:	02482	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	9131893
	Patent Number:	10251602
	Application Number:	17099461
CORRESPONDENCE DATA		
Fax Number:	(971)279-4549	
<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:	5039941650	
Email:	lukas@kolitchromano.com	
Correspondent Name:	DAVID CHARLES BOURGEOU III	
Address Line 1:	KOLITCH ROMANO LLP	
Address Line 2:	520 SW YAMHILL ST #200	
Address Line 4:	PORTLAND, OREGON 97204	
ATTORNEY DOCKET NUMBER:	AVH301, AVH301CON, AVH306	
NAME OF SUBMITTER:	LUKAS MCNETT	
SIGNATURE:	/Lukas McNett/	
DATE SIGNED:	04/01/2022	
Total Attachments: 9		
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AVH306)#page2.tif

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of July 27, 2021, by and between Pixie Scientific, LLC, a Delaware limited liability company (“**Seller**”), and Anavah Health LLC, a Massachusetts limited liability company (“**Buyer**”).

WHEREAS, Seller, Buyer and the Owner (as defined in the Purchase Agreement) have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and the parties have agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and its successors and assigns, and Buyer hereby accepts, all of Seller’s right, title, and interest of every kind and nature in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications listed on Schedule A (the “**Assigned Patents**”), the goodwill of the business connected with the use of and symbolized by the Assigned Patents, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Patents and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to the Assigned Patents;

(b) the trademarks listed on Schedule B (the “**Assigned Trademarks**”), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to the Assigned Trademarks.

2. Further Assurances. From and after the date hereof, upon Buyer’s reasonable request, and at Buyer’s expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

3. Recordation and Authorization. Seller hereby requests and authorizes the United States Patent and Trademark Office to record Buyer as the owner of the Assigned Patents and Assigned Trademarks and as assignee of the entire right, title and interest in and to the same. Buyer shall have the right to record this Assignment with all applicable governmental authorities so as to perfect its ownership of the Assigned Patents and Assigned Trademarks.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made

for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law; Venue. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

6. Counterparts. This 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 Assignment delivered by PDF, DocuSign, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

SELLER:

PIXIE SCIENTIFIC, LLC

By: 

Name: Yaroslav Faybishenko

Title: Sole Member

[Signature page to Intellectual Property Assignment Agreement]

BUYER:

ANAVAH HEALTH LLC

By: David Kreiss

Name: David Kreiss

Title: Chief Executive Officer

[Signature page to Intellectual Property Assignment Agreement]

PATENT
REEL: 059471 FRAME: 0646

Schedule A
Assigned Patents

Patent:	Versions
<u>US9131893B2/US10251602B2</u> -Health diagnostic systems and methods, and all international versions	US Patent # 9131893 International Versions: CA2928798A1, MX348392B, WO2014066913A2, EP2912438A4
Differential RFID Moisture Sensing System	Submitted 11/16/2020, EFS ID: 41136591, Application Number 17099461

Schedule B

Assigned Trademarks

Trademark Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
87644894		PIXIE SMART PADS	TSDR	LIVE
85783265	5306751	SMART DIAPER	TSDR	LIVE

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Amendment”), dated as of November 8, 2021 (the “Amendment Date”), is by and between Anavah Health, LLC (the “Buyer”) and Pixie Scientific, LLC (“Seller”).

RECITALS

WHEREAS, the Buyer and Seller are parties to that certain Intellectual Property Assignment Agreement dated July 27, 2021 (the “Agreement”);

WHEREAS, Section 2 of the Agreement provides that, upon Buyer’s reasonable Request, Seller shall take such actions to carry out the provisions of the Agreement; and

WHEREAS, the Buyer and Seller desire to amend the Agreement, effective as of the Amendment Date, according to the terms and conditions set forth in this Amendment, to include references to international versions of the Assigned Patents (as such term is defined in the Agreement) that were inadvertently left out of the description.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and consideration set forth below, the parties agree to the following terms:

Amendments.

- a. The Agreement is hereby amended by deleting Schedule A to the Agreement and replacing it in its entirety with Schedule A attached hereto.

Construction. Except as specifically provided in this Amendment, the Agreement will remain in full force and effect and is hereby ratified and confirmed in all respects. To the extent a conflict arises between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

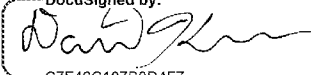
Entire Agreement. The Agreement, as amended by this Amendment, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in the Agreement and this Amendment.

Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Anavah Health, LLC

DocuSigned by:

By: _____
Name: David Kreiss
Title: Chief Executive Officer

Pixie Scientific, LLC:

DocuSigned by:
YAROSLAV FAYBISHENKO
By: _____
Name: Yaroslav Faybishenko
Title: Sole Member

Schedule A**Assigned Patents**

Patent Number	Country	Title	Grant Date
US 9131893	US	Health diagnostic systems and methods	9/15/2015
US 10251602	US	Health diagnostic systems and methods	4/9/2019

Patent Application Serial Number	Country	Title	Filing Date
US 17/099,461	US	Differential RFID Moisture Sensing System	11/16/2020
EP 2912438A4	EPC	Health diagnostic systems and methods	10/28/2013
CA 2928798A1	CA	Health diagnostic systems and methods	10/28/2013
CN 104995500	CN	Health diagnostic systems and methods	10/28/2013
MX348392B	MX	Health diagnostic systems and methods	6/8/2017