

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7400176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DR. MORTON MOWER	03/17/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROCKY MOUNTAIN BIPHASIC, INC.
<b>Street Address:</b>	4408 WASHBURN AVENUE
<b>City:</b>	SOUTH MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55410
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14740681
Application Number:	16791305
Application Number:	17243633
Application Number:	63203133
Application Number:	17154467
Application Number:	63082078
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)413-2220
<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>	
<b>Phone:</b>	(703) 413-3000
<b>Email:</b>	corpassignments@oblon.com
<b>Correspondent Name:</b>	OBLON, ET AL.
<b>Address Line 1:</b>	1940 DUKE STREET
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	543788US
<b>NAME OF SUBMITTER:</b>	ELLEN MURABITO
<b>SIGNATURE:</b>	/ELLEN MURABITO/
<b>DATE SIGNED:</b>	06/24/2022
<b>Total Attachments: 10</b>	

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EXHIBIT A

**ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Agreement") is effective as of March 17, 2022 (the "Effective Date") between Rocky Mountain Biphasic, Inc. having its principal place of business at 4408 Washburn Avenue, South Minneapolis, MN 55410 ("Assignee") and Dr. Morton Mower, having an address at 2400 Cherry Creek South Dr., Unit 403, Denver, CO 80209 ("Assignor").

**NOW, THEREFORE**, for good and valuable consideration the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

**ARTICLE 1**  
**ASSIGNMENT**

1.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest, if any, in and to all Technology. As used herein, "Technology" means:

i. all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and other subject matter conceived, discovered, authored, invented, developed or reduced to practice by Assignor, solely or in collaboration with others, relating to Assignee's business of biphasic pacing technology, and all intellectual property rights relating to the foregoing;

ii. all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants with respect to any Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

iii. any and all applications filed, including the patents and patent applications set forth on Schedule A attached hereto and all other patents and patent applications claiming priority to or sharing priority therewith, and any and all patents, certificates of inventions or other governmental grants granted on any Invention anywhere in the world, including each and every application (whether provisional, converted provisional, utility or otherwise) filed and each and every patent granted on any application which is a division, substitution, continuation or continuation in part of any of said applications (collectively, the "Patents");

iv. each and every reissue or extension of any of the Patents;

v. each and every patent claim resulting from a reexamination certificate for any and all of the Patents; and

vi. all causes of action and enforcement rights for the Inventions or Patents, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement or misappropriation of the Inventions or Patents.

1.2 Further Assurances. Assignor agrees to assist Assignee, or its designee, at Assignee's expense, in every proper way to secure Assignee's rights in the Inventions and Patents in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the

execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary or appropriate in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Inventions and Patents. If Assignee is unable because of Assignor unavailability or for any other reason to secure his signature to file, prosecute, maintain or enforce any Patent, Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

1.3 Assignment of Inventions. Assignor agrees that all right, title, and interest in and to any and all copyrightable material, notes, records, ideas, drawings, designs, logos, inventions, improvements, developments, discoveries and trade secrets related to the Assignee's business of biphasic pacing, (the "Field") conceived, discovered, authored, invented, developed or reduced to practice by Assignor, solely or in collaboration with others, following the Effective Date, or with the use of the Assignee's equipment, supplies, facilities, or Assignee's confidential information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing in the Field (collectively, "Inventions"), are the sole property of the Assignee.

1.4 Reversion. In the event that (i) Assignee does not raise at least \$5 million in an equity or debt financing (the "Qualified Financing") by the three-year anniversary of the Effective Date (the "Qualified Financing Date"), or (iii) before the Qualified Financing Date, the Assignee liquidates or dissolves, then all rights to the Technology, as such Technology (including, without limitation, all related patents issued or pending) may have been modified, enhanced or improved, shall automatically revert to Assignor for no additional consideration (the "Reversion"). Upon the occurrence of the Reversion, the parties agree to make good faith efforts to execute any and all documents, filings and agreements to effect the Reversion and perfect Assignor's ownership in the Technology as such Technology (including, without limitation, all related patents issued or pending) may have been modified, enhanced or improved.

## **ARTICLE 2**

### **FEE; ROYALTIES**

2.1 Royalties. Subject to the terms of this Article 2, the Assignee agrees to pay to the Assignor 2.5% of Net Sales of Royalty Products. The amounts under this Section 2.1 shall be payable only for Net Sales of Royalty Products by the Assignee in a country until the expiration, revocation or invalidation of the last valid claim of a Patent within the Patents within such country. For purposes of this Article 2 the following terms shall have the definitions given below:

i. "Net Sales" means the total dollar amount invoiced and received by Assignee on sales of Royalty Products by Assignee to a Third Party minus the following reasonable and customary deductions to the extent applicable to such amounts: (i) all trade, cash and quantity credits, discounts, refunds or rebates; (ii) amounts for claims, allowances or credits for returns, retroactive price reductions and chargebacks; and (iii) packaging, handling fees and prepaid freight, sales, taxes, duties and other governmental charges (including value-added tax), but excluding what is commonly known as income taxes.

ii. “Royalty Product” means: (i) any product the manufacture, sale, offer for sale, use or importation is covered by an issued, unexpired claim or a pending claim within the Patents in the country in which such product is made, used, imported or sold, or that is manufactured by using a process which is covered in whole or in part by an issued, unexpired claim or a pending claim in the Patents in the country in which the process is used or in which the product is used, imported or sold; and (ii) any process that is covered in whole or in part by an issued, unexpired claim or a pending claim in the Patents in any country in which such process is practiced; provided, in each case of (i) and (ii), that if a claim of a pending patent application has not issued as a claim of an issued patent within five (5) years after the filing date from which such claim takes priority, such claim shall no longer be deemed a valid claim for purposes of calculating Assignee’s royalty payments pursuant to Section 2.1.

iii. “Third Party” means any entity other than Assignee or its affiliates.

2.2 Multiple Royalties. If Assignee or its affiliate is required to pay a Third Party amounts with respect to technologies which Assignee or its affiliate, in its reasonable judgment deem necessary to develop or commercialize a Royalty Product, Assignee may deduct such amount owing to such Third Party (prior to any reductions) from the royalty owing to Assignor for the sale of such Royalty Product pursuant to Section 2.1. Notwithstanding the foregoing provisions of this Section 2.2 in no event shall the royalties due to Assignor pursuant to Section 2.1 be so reduced by more than fifty percent (50%) of Net Sales.

2.3 Combination Products. In the event that a Royalty Product is sold in combination with another product, component or service for which no royalty would be due hereunder if sold separately, Net Sales from such combination sales for purposes of calculating the amounts due under Section 2.1 shall be calculated by multiplying the Net Sales of the combination product by the fraction  $A/(A + B)$ , where A is the average gross selling price during the previous calendar quarter of the Royalty Product sold separately and B is the gross selling price during the previous calendar quarter of the combined product(s), component(s) and/or service(s). In the event that a substantial number of such separate sales were not made during the previous calendar quarter then the Net Sales shall be as reasonably allocated by Assignee between such Royalty Product and such other product(s), component(s) or service(s) based upon their relative importance and proprietary protection.

2.4 Record Keeping. Assignee shall keep books and records sufficiently to verify the accuracy and completeness of Assignee’s accounting, including without limitation, inventory, purchase and invoice records, manufacturing records, sales analysis, general ledgers, financial statements, and tax returns relating to the Royalty Products. Assignee shall preserve these books and records for at least six (6) years after they are created or as required by federal law, both during and after the term of this Agreement. Assignee shall take all steps necessary so that Assignor may, within thirty (30) days of its written request, audit, review and copy all of Assignee’s books and records relating to this Agreement at a single United States location to verify the accuracy of Assignee’s accounting. The review may be performed by any authorized employees of Assignor as well as by any attorneys or accountants designated by Assignor upon reasonable notice and during regular business hours. If a deficiency with regard to any payment is determined, Assignor shall pay the deficiency along with applicable interest as described in Section 2.6 within thirty (30) days of receiving notice. If a payment deficiency for a calendar year exceeds three percent (3%) of amounts paid for that year, then Assignee shall pay Assignor’s out-of-pocket expenses incurred with respect to the review.

2.5 Reports. Beginning with the first accrual of Net Sales on which a royalty is due hereunder, Assignee shall provide to Assignor a royalty report as follows. Within ninety (90) days after the end of

each calendar quarter, Assignee shall deliver to Assignor a true and accurate report, giving such particulars of the business conducted by Assignee, if any, during such quarter as are pertinent to account for royalties due under this Article 2. Such report shall include (i) the total of Net Sales during such quarter; (ii) the calculation of royalties; and (iii) the total royalties so calculated and due Assignor. Simultaneously with the delivery of each such report, Assignee shall pay to Assignor the total royalties, if any, due to Assignor for the period of such report. If no royalties are due, Assignee shall so report.

2.6 Payments. All amounts payable hereunder by Assignee shall be payable in United States Dollars to Assignor. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the exchange rates used by Assignee in calculating Assignee's own revenues for financial reporting purposes. Any payments due under this Agreement which are not paid by the date such payments are due under this Agreement shall bear interest at the rate of one and one-half percent (1.5%) per month beginning on the date such payment is due.

2.7 Taxes. Any withholding or other tax that is required by law to be withheld on behalf of Assignor with respect to payments owed by Assignee pursuant to this Agreement shall be deducted by Assignee from such payment prior to remittance. Assignee shall promptly furnish Assignor with appropriate evidence of any such taxes withheld.

### **ARTICLE 3** **REPRESENTATIONS AND WARRANTIES**

3.1 Warranties. Assignor represents and warrants that: (i) he is the owner of the entire right, title, and interest in and to the Inventions and Patents free and clear of any liens or encumbrances; (ii) he has not previously granted and will not grant any rights in the Inventions or Patents to any third party; and (iii) except for the Patents, as of the Effective Date, he does not own or control any patent or patent application (including any invention disclosure or draft patent application for which a patent application is intended to be filed) the claims of which would dominate any practice of the Inventions.

3.2 Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE 3, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

### **ARTICLE 4** **MISCELLANEOUS**

4.1 General. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without reference to its principles of conflicts of law. The relationship of Assignor and Assignee established by this Agreement is that of independent contractors. Assignor agrees not to disclose any terms of this Agreement to any third party without the consent of Assignee, except as required by securities or other applicable laws, to prospective and other investors and such party's accountants, attorneys and other professional advisors. This Agreement shall be binding upon the successors and assigns of the parties. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt

of such written communication, to applicable address set forth above, or such other address as may be specified in writing to the other party. This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Agreement may only be amended with a writing signed by authorized representatives of both parties hereto that specifically and expressly refers to this Agreement. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

4.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

4.3 Voting. Upon the Qualified Financing, the parties agree to use commercially reasonable efforts to maintain as a director on the Board of Directors: (1) Dr. Morton Mower; or (2) his designee who shall be reasonably acceptable to the Board of Directors (the "Mower Designee"). In the event such efforts are not successful, the Mower Designee shall not serve on the Board of Directors but shall attend all meetings of the Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors; provided, however, that the Mower Designee shall agree to hold in confidence all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude the Mower Designee from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest, or if the Mower Designee or its representative is a competitor of the Company.

4.4 Protective Provision. The parties agree that the Company shall not issue any capital stock (including, but not limited to, any option grants or other securities convertible into equity of the Company), without the written consent of Dr. Mower (the "Protective Provision"); provided, however, that the Protective Provision shall terminate upon the Qualified Financing.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment Agreement as of the Effective Date.

**ROCKY MOUNTAIN BIPHASIC, INC.**

DocuSigned by:

*Morton Mower*

BF44A6DAE0FB455...

Dr. Morton Mower

DocuSigned by:

*Brian Craig*

84BE84ACACD9431...

By: \_\_\_\_\_

Name: Brian Craig

Title: Chief Executive Officer

Address: 2400 Cherry Creek S Dr Denver CO 80209

Address: 4408 Washburn Avenue  
South Minneapolis, MN 55410

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment Agreement as of the Effective Date.

**ROCKY MOUNTAIN BIPHASIC, INC.**

DocuSigned by:

*Dr. Morton Mower*

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Dr. Morton Mower

By: \_\_\_\_\_

Name: Brian Craig

Title: Chief Executive Officer

Address:

Address: 4408 Washburn Avenue  
South Minneapolis, MN 55410

**SCHEDULE A**  
**PATENT APPLICATIONS**

Application No.	Parent No.	Filing/Priority Date	Issue Date	Title	Inventor(s)
14/740,681	10,940,318	6/16/2015	3/9/2021	METHOD AND APPARATUS FOR ELECTRICAL CURRENT THERAPY OF BIOLOGICAL TISSUE	Dr. Morton M. Mower
16/791,305		2/14/2020		METHOD AND APPARATUS FOR ELECTRICAL CURRENT THERAPY OR BIOLOGICAL TISSUE AND INSULIN RELEASE THEREFROM	Dr. Morton M. Mower
17/243,633		4/29/2021		BIPHASIC NEURAL STIMULATION TO IMPROVE CEREBRAL CONDUCTION SPEED AND MITOCHONDRIAL FUNCTIONING	Dr. Morton M. Mower
63/203,133		7/9/2021		COMBINATION WAVEFORM TO PRODUCE INCREASED SPEED OF CONDUCTION AND CONTRACTILITY AND TO PREFERENTIALLY ENTER THE CONDUCTION SYSTEM OF THE HEART	Dr. Morton M. Mower

Country	Application Number	Application Date	Substatus	Title	Owner of Record
USA	17/154,467	01/21/2021	Pending - (26)	METHOD AND APPARATUS FOR ELECTRICAL CURRENT THERAPY OF BIOLOGICAL TISSUE	Dr. Morton M. Mower
USA	63/082,078	09/23/2020	Pending - (26)	CARDIAC PACING VIA THE DISTAL PURKINJE SYSTEM WITH ULTRA-SHORT PULSE WIDTHS	Dr. Morton M. Mower