

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7896898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
OMNI CONTINUUM, LLC			06/01/2022
RECEIVING PARTY DATA			
Name:	CHEETAH OMNI LLC		
Street Address:	1718 NEWPORT CREEK DRIVE		
City:	ANN ARBOR		
State/Country:	MICHIGAN		
Postal Code:	48103		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	9055868		
CORRESPONDENCE DATA			
Fax Number:	(248)358-3351		
<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>			
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ATTORNEY DOCKET NUMBER:	OMNI0110PUSP10		
NAME OF SUBMITTER:	KEVIN J. HEINL		
SIGNATURE:	/Kevin J. Heinl/		
DATE SIGNED:	04/12/2023		
Total Attachments: 3			
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Patent Assignment

This **Patent Assignment** ("Assignment") is made on June 1, 2022 (the "Effective Date") between the following parties:

Omni Continuum, LLC
1718 Newport Creek Drive, Ann Arbor, Michigan 48103-2207, USA

(the "Assignor")

AND

Cheetah Omni LLC
1718 Newport Creek Drive, Ann Arbor, Michigan 48103-2207, USA

(the "Assignee")

WHEREAS the Assignor is the sole and rightful owner of U. S. Patent No. US 9,055,868 (the "Patent"); and

WHEREAS the Assignee desires to purchase or acquire the Assignor's rights, title, and interest in the Patent; and

WHEREAS the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. ASSIGNMENT.

Assignor assigns to Assignee 100% of its rights, title, and interest in the Patent to Assignee for the entire term of the Patent and any reissues or extensions and for the entire terms of any Patent, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patent, including the right to sue for and collect past damages. The rights, title, and interest conveyed in this Assignment are to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the Patent to Assignee.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all rights, title, and interest in the Patent, that the Patent have not been previously pledged, assigned, or encumbered, except for the following licenses, which license rights and obligations Assignee is bound by and will continue to honor:

- Two license agreements between Omni MedSci and Leukos dated December 1, 2018;
- A license between Omni MedSci and Leica Microsystems, Inc. dated July 24, 2017; and
- A license and covenant not to sue between Omni MedSci and Dexcom, Inc. dated June 22, 2019.

3. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of Michigan.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to this subject matter.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision

were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

ASSIGNOR:

Omni Continuum, LLC

By:  Date: June 1, 2022
Mohammed N. Islam, Omni Continuum, LLC

ASSIGNEE:

Cheetah Omni LLC

By:  Date: June 1, 2022
Mohammed N. Islam, Cheetah Omni LLC