

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7905426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CRISTIANO DALVI	10/13/2022
FERDYAN LESMANA	10/28/2022
HUNG THE VO	12/20/2022
JEROEN POEZE	10/11/2022
JESSE CHEN	12/22/2022
MATTHEW PAUL	01/25/2023
SEAN MERRITT	01/24/2023
MASSI JOE E KIANI	12/19/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CERCACOR LABORATORIES, INC.
<b>Street Address:</b>	15750 ALTON PARKWAY
<b>City:</b>	IRVINE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15160907
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	949-760-0404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	CERCA.104A
<b>NAME OF SUBMITTER:</b>	SERAH R. FRIEDMAM
<b>SIGNATURE:</b>	/Serah R. Friedman/

PATENT

**DATE SIGNED:**

04/17/2023

**Total Attachments: 19**

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**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Cristiano Dalvi

---

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

***Inventor Assignment***

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to **NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR** collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Cercacor Laboratories, Inc.**, with its principal place of business at 15750 Alton Parkway, Irvine, California 92618 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. 62/165,618, filed May 22, 2015 and 62/233,126, filed September 25, 2015);
- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and
- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Cristiano Dalvi

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of Inventor: Cristiano Dalvi

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15<sup>th</sup> day of October, 2022

Signature:

*Signature before a Notary is desirable but not required. (30M)*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

} ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared Cristiano Dalvi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Ferdyan Lesmana

---

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

***Inventor Assignment***

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NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. 62/165,618, filed May 22, 2015 and 62/233,126, filed September 25, 2015);
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- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR


Inventor: Ferdyan Lesmana

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of Inventor: Ferdyan Lesmana

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28 day of October, 2022.

Signature: 

*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

ss.

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared Ferdyan Lesmana who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Hung The Vo

---

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
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- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Hung The Vo

as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of Inventor: Hung The Vo

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20<sup>th</sup> day of December, 2022.

Signature: \_\_\_\_\_

*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

ss.

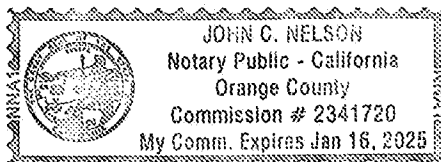
On 12/20/2022, before me, John C. Nelson, notary public, personally appeared Hung The Vo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]





**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160,907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Jeroen Poeze

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
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***Inventor Assignment***

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to **NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR** collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

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- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
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**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160,907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Jeroen Poeze

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Legal Name of Inventor: Jeroen Poeze

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11<sup>th</sup> day of October, 2022.

Signature: \_\_\_\_\_

*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

ss.

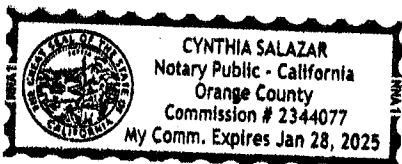
On Oct. 11, 2022 before me, Cynthia Salazar, notary public, personally appeared Jeroen Poeze who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]



**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Jesse Chen

---

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As a named inventor, I declare that:

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NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. 62/165,618, filed May 22, 2015 and 62/233,126, filed September 25, 2015);
- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and
- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Jesse Chen

as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

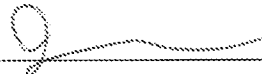
AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of Inventor: Jesse Chen

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of December, 2022.

Signature: \_\_\_\_\_



*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

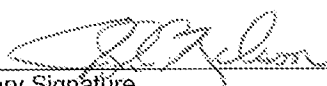
ss.

On 12-22-2022, before me, John C. Nelson, notary public, personally appeared Jesse Chen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

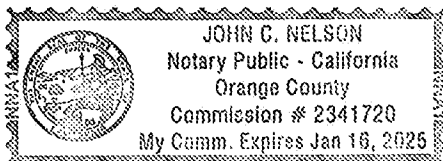
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature



[SEAL]



**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 3

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Mathew Paul

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

***Inventor Assignment***

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries disclosed in U.S. Patent Application No. 15/160907, filed May 20, 2016, entitled **NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR** collectively hereinafter referred to as the "Work"<sup>1</sup>) for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Cercacor Laboratories, Inc.**, with its principal place of business at 15750 Alton Parkway, Irvine, California 92618 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. 62/165,618, filed May 22, 2015 and 62/233,126, filed September 25, 2015);
- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and

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<sup>1</sup> The term "Work" is limited to only the inventions expressly disclosed in the U.S. Patent Application No. 15/160907.

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 3

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Mathew Paul

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- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto to which he contributed; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything reasonably possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 3 of 3

Application No.: 15/160907; Filed: May 20, 2016

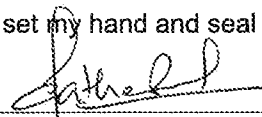
Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Mathew Paul

**Legal Name of Inventor: Mathew Paul**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this <sup>th</sup> 25 day of January, 2023.

Signature: \_\_\_\_\_



*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

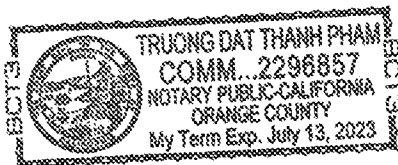
ss.

On January 25<sup>th</sup> 2023, before me, Truong Dat Thanh Pham, notary public, personally appeared Mathew Paul who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature

[SEAL]



**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 3

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Sean Merritt

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application that was filed **May 20, 2016** as **U.S. Application No. 15/160,907** and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

***Inventor Assignment***

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries disclosed in U.S. Patent Application No. 15/160,907, filed May 20, 2016, entitled **NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR** collectively hereinafter referred to as the "Work"<sup>1</sup>) for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Cercacor Laboratories, Inc.**, with its principal place of business at 15750 Alton Parkway, Irvine, California 92618 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. **62/165,618**, filed **May 22, 2015** and **62/233,126**, filed **September 25, 2015**);
- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and

<sup>1</sup> The term "Work" is limited to only the inventions expressly disclosed in the U.S. Patent Application No. 15/160,907.



**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 3

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Sean Merritt

---

- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned Patent Properties and authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns, during mutually agreeable times according to ASSIGNOR's availability which will not be unreasonably withheld, any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries. ASSIGNEE hereby further agrees to compensate ASSIGNOR for ASSIGNOR'S reasonable time spent assisting in the foregoing at a mutually agreeable hourly rate commensurate with current industry norms and when such norms are reasonably similar to ASSIGNOR'S normal hourly income or an hourly rate, at ASSIGNOR'S normal hourly rate.

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 3 of 3

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Sean Merritt

**Legal Name of Inventor: Sean Merritt**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24 day of January, 2025.

Signature: \_\_\_\_\_

*Sean Merritt*

*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

} ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared Sean Merritt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature

[SEAL]

**SEE ATTACHED  
CERTIFICATE**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 01/24/2023

before me, EBRU ELCIN SUZER, Notary Public

Here Insert Name and Title of the Officer

personally appeared

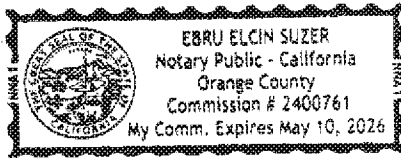
SEAN MERRITT

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Handwritten signature of Ebru Elcin Suzer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COMBINED DECLARATION & ASSIGNMENT

Document Date: 01/24/2023 Number of Pages: 3/3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator

Other:

Other:

Signer is Representing:

Signer is Representing:

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 1 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Massi Joe E. Kiani

---

***Inventor Declaration***

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

***Inventor Assignment***

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to **NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR** collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Cercacor Laboratories, Inc.**, with its principal place of business at 15750 Alton Parkway, Irvine, California 92618 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

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- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and
- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications

**COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))**

*Application Data Sheet filed previously or concurrently*

Docket No.: CERCA.104A

Page 2 of 2

Application No.: 15/160907; Filed: May 20, 2016

Title: NON-INVASIVE OPTICAL PHYSIOLOGICAL DIFFERENTIAL PATHLENGTH SENSOR

Inventor: Massi Joe E. Kiani

as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

**Legal Name of Inventor: Massi Joe E. Kiani**

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19 day of DEC, 2022

Signature: \_\_\_\_\_

*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

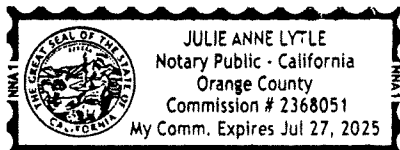
STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On 12/19/2022, before me, JULIE ANNE LYTLE, notary public, personally appeared Massi Joe E. Kiani who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Julie Lytle  
Notary Signature

**PATENT**