

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8011626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NONINVASIVE MEDICAL TECHNOLOGIES, INC.	05/31/2020
RECEIVING PARTY DATA	
Name:	CALDWELL SIMPSON LLC
Street Address:	4330 VEGA LOOP
City:	SHINGLE SPRINGS
State/Country:	CALIFORNIA
Postal Code:	95682
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7474918
Patent Number:	8111152
Patent Number:	8134460
Patent Number:	8692717
CORRESPONDENCE DATA	
Fax Number:	(650)213-4625
<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:	650-812-1307
Email:	tlohse@manatt.com
Correspondent Name:	TIMOTHY W. LOHSE
Address Line 1:	203 REDWOOD SHORES PARKWAY, SUITE 450
Address Line 2:	MANATT, PHELPS & PHILLIPS, LLP
Address Line 4:	REDWOOD CITY, CALIFORNIA 94065
ATTORNEY DOCKET NUMBER:	68387-030
NAME OF SUBMITTER:	TIMOTHY W. LOHSE
SIGNATURE:	/TIMOTHY W. LOHSE/
DATE SIGNED:	06/16/2023
Total Attachments: 26	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into on May 31, 2020 by and between the Bankruptcy Estate of NONINVASIVE MEDICAL TECHNOLOGIES, INC. ("Debtor"), by and through the Court appointed Chapter 7 Trustee Lenard E. Schwartzter ("Seller"), in connection with Chapter 7 Bankruptcy Case pending in the United States Bankruptcy Court, District of Nevada ("Bankruptcy Court"), as Bankruptcy Case No. BK-S-19-16210-ABL (the "Bankruptcy Case"), and CALDWELL SIMPSON LLC ("Buyer") (the Seller and the Buyer are collectively referred herein as the "Parties").

RECITALS

WHEREAS, on November 1, 2018, Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in Bankruptcy Court, thereby commencing bankruptcy Case No. 18-16584-ABL.

WHEREAS, on April 22, 2020 the Debtor as Debtor in possession filed a Motion to Convert Chapter 11 Reorganization Case to Chapter 7 Liquidation Pursuant to 11 U.S.C. § 1112(a). (ECF No. 60).

WHEREAS, on April 30, 2020, an Order Granting Debtor's Motion to Convert Chapter 11 Reorganization Case to Chapter 7 Liquidation Pursuant to 11 U.S.C. § 1112(a) (ECF No. 72) was filed in the Bankruptcy Case, converting the case from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code.

WHEREAS, on April 30, 2020, Lenard E. Schwartzter was duly appointed as the Chapter 7 Trustee in the Debtor's Bankruptcy Case.

WHEREAS, in connection with the Bankruptcy Case and, upon the terms and subject to the conditions set forth in this Agreement and the Sale Order (defined below), Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and acquire from Seller, the Assets (defined below) all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order, and pursuant to Sections 305 and 363 of the Bankruptcy Code.

WHEREAS, the Buyer has submitted an offer to the Seller to purchase the tangible and intangible assets of the Debtor's bankruptcy estate free and clear, as is for the purchase price of \$100,000.00, and Seller has accepted Buyer's offer.

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the Sale transaction set forth in this Agreement are governed by the requirements of the Sale Order.

ARTICLE I DEFINITIONS; PURCHASE AND SALE OF ASSETS

1.1 Definitions. For purposes of this Agreement, the following terms not otherwise defined herein shall have the following respective meanings:

Accounts: All accounts receivable of the Debtor set forth on the Accounts Receivable Schedule, which is set forth on **Schedule "A"** attached hereto.

Agreement: Has the meaning set forth in the opening paragraph of this document.

Bankruptcy Case: Has the meaning set forth in the Recitals.

Bankruptcy Code: Has the meaning set forth in the Recitals.

Bankruptcy Court: Has the meaning set forth in the in the opening paragraph of this document.

Assets: All of Debtor's bankruptcy estate's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill) intellectual property (including trademarks) and domain name and website which are or were owned by the Debtor, wherever located and whether now existing or hereafter acquired, owned, leased, licensed or used or held for use in or relating to the operation of the Debtor's business as of the Closing Date, but in all cases only to the extent same are transferrable or assignable by Seller pursuant to their terms, sections 363 or 365 of the Bankruptcy Code, or other applicable Law. Without limiting the generality of the foregoing, the Assets include, without limitation, all of the items described on Schedule "B" attached hereto and incorporated herein of the items described on Schedule "B" attached hereto, which are the subject of this Agreement and the Sale transaction contemplated by the Motion to Sell.

Bill of Sale: Has the meaning set forth in Section 1.2(d) of this Agreement.

Buyer: Has the meaning set forth in the opening paragraph of this Agreement.

Closing: The consummation of the transactions contemplated herein, which shall occur on the first Business Day following the satisfaction or waiver by the appropriate Party of all of the conditions contained in Sections 4.1 and 4.2, or on such other date or at such other place and time as may be mutually agreed to by all Parties.

Closing Conditions: The satisfaction or waiver of the items described in Sections 4.1 and 4.2 of this Agreement.

Closing Date: No later than the fifth business (5th) day after entry of the Sale Order by the Bankruptcy Court approving the Sale of Assets pursuant to this Agreement, or such later date as is acceptable to Seller.

Lien: As applied to any person or entity, means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other right of a third party in respect of an asset of such person or entity.

Order: Any judgment, order, injunction, writ, ruling, decree, stipulation, determination, decision, verdict or award of any court or other governmental entity.

Ordinary Course of Business: The usual and ordinary course of business of the Debtor's business in accordance with past custom and practice (including with respect to quantity, timing, duration and frequency).

Purchase Price: Has the meaning set forth in Section 1.2(c) of this Agreement.

Sale Order; The Order: (I) Authorizing the Sale of Debtor's Assets Outside the Ordinary Course of Business Free and Clear of Liens, Claims, Encumbrances, and Interests; (II) Authorizing the Assumption, Sale, and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief, which is attached to this form of Agreement as Exhibit "C", which shall be in form and substance acceptable to Buyer in its sole discretion.

Seller: Has the meanings set forth in the opening paragraph of this Agreement.

1.2 Purchase; Purchase Price; Closing.

(a) Purchase of Assets. Upon the terms and subject to the conditions contained in this Agreement, including approval of the Bankruptcy Court, Seller, in his capacity as Chapter 7 Trustee of the Bankruptcy Estate in the Bankruptcy Case conducting a public sale pursuant to Section 363 of the Bankruptcy Code, shall sell, assign, and deliver to Buyer, all of Debtor's bankruptcy estate's interest in and to the Assets in accordance with the terms of this Agreement, and Buyer shall purchase and accept possession and title in and to the Assets in accordance with the terms of this Agreement. BUYER IS NOT ASSUMING AND SHALL NOT BE LIABLE FOR ANY DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY OF (I) THE DEBTOR (INCLUDING, BUT NOT LIMITED TO, ANY CREDITS, PREPAYMENTS, OR OBLIGATIONS OWED TO ACCOUNT DEBTORS); OR (II) THE DEBTOR WITH RESPECT TO THE DEBTOR'S BANKRUPTCY ESTATE, IN EACH CASE WHETHER KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE OR OTHERWISE.

(b) Deposit. A Deposit was made by Buyer by wire transfer or immediately available funds to Trustee's counsel's trust account or to an appropriate escrow agent approved by Trustee's counsel in advance, at Trustee's election in the amount of \$50,000.00 (the "Deposit").

(c) Purchase Price. Buyer shall pay to Seller, on behalf of the Chapter 7 Bankruptcy Estate of the Debtor, the aggregate amount of One-Hundred Thousand Dollars (\$100,00.00) (the "Purchase Price").

(d) Closing. The Closing of the Sale transaction contemplated by this Agreement shall take place on the Closing Date. On the Closing Date, the Buyer shall pay the Seller the Purchase Price less the Deposit by a wire transfer of funds to an account designated by Seller and the Buyer and Seller shall execute and deliver to each other duplicate originals of the Bill of Sale, substantially in the form attached hereto as Exhibit "D" (the "Bill of Sale").

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

2.1 Power. Seller is the Court appointed Chapter 7 Trustee of the Debtor's Bankruptcy Estate, and has the requisite power and authority to execute and deliver this Agreement and effect the Sale transaction contemplated hereunder.

2.2 Authority. Seller is the Court appointed Chapter 7 Trustee of the Debtor's Bankruptcy Estate, and has the requisite power and authority to execute and deliver this Agreement and effect the Sale transaction contemplated hereunder.

(a) Subject to requisite Bankruptcy Court approval, the execution, delivery and performance by Buyer of this Agreement and the Bill of Sale, the consummation by Buyer of the Sale transaction contemplated herein, and the performance of its obligations hereunder, have been—and, in the case of documents required to be delivered at the Closing, will be, as of the Closing Date—duly authorized and approved by all necessary corporate action of Seller on behalf of the Debtor's Bankruptcy Estate.

(b) Except as a result of the Bankruptcy Case and, subject to requisite Bankruptcy Court approval, the execution and delivery by Buyer of this Agreement, the Bill of Sale, the consummation of the Sale transaction contemplated hereby will not, conflict with any of the provisions of the certificate of incorporation or similar governance documents of Debtor.

2.3 Conveyance. Upon Closing, Seller shall convey all of Debtor's Bankruptcy Estate's interest in and to the Assets, pursuant to a Bill of Sale. Seller has not sold, transferred, subordinated, or otherwise assigned the Assets or entered into any agreement providing therefore except this Agreement.

2.4 Accounts Receivable Balance. The balance of the Accounts on the books and records of the Debtor as of May 19, 2020 is \$ TBD as of sale order date. 

2.5 No Conflict. The consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not conflict with or result in a breach of the terms, conditions or provisions of any order of any court or other agency of government to which Debtor is subject.

2.6 Title to Assets: Sufficiency.

Debtor's Bankruptcy Estate owns and has good and marketable title to all of the Assets of the Debtor and, at Closing, Buyer will be vested with good and indefeasible title to such Assets free and clear of all Liens, claims, interests and encumbrances, including free and clear of all of the UCCs, true and correct copies of which are attached hereto as Exhibit "E", and unfiled security interests. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or use. Seller shall execute concurrently with the execution of this Agreement the Patent Assignment Agreement, a true and correct copy of which is attached hereto as Exhibit "F", which Assignment shall become effective upon the entry of the order by the Bankruptcy Court approving this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Organization, Standing and Power. Buyer is a California limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and has the requisite power and authority to carry on its business as now being conducted and to effect the Sale transaction contemplated hereunder.

3.2 Authority.

(a) Subject to requisite Bankruptcy Court approval, the execution, delivery and performance by Seller of this Agreement and the Bill of Sale, the consummation by Seller of the Sale transaction contemplated herein, and the performance of its obligations hereunder, have been—and, in the case of documents required to be delivered at the Closing, will be, as of the Closing Date—duly authorized and approved by all necessary corporate action of Buyer.

(b) Except as a result of the Bankruptcy Case and, subject to requisite Bankruptcy Court approval, the execution and delivery by Seller of this Agreement, the Bill of Sale, the consummation of the Sale transaction contemplated hereby will not, conflict with any of the provisions of the certificate of incorporation or similar governance documents of Buyer.

3.3 Consents and Approvals. Except for the consents, approvals or authorizations of, or declarations, filings, or registrations with the Bankruptcy Court, including obtaining Bankruptcy Court approval for the transaction contemplated under this Agreement, no consent of or filing with any other entity or individual must be obtained in connection with the execution and delivery of this Agreement, the Bill of Sale, or the documents necessary to consummate the Sale transaction contemplated by this Agreement.

3.4 Brokers. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Sale transaction contemplated by this Agreement.

3.5 Good Faith. The Sale transaction contemplated by this Agreement has been achieved in good faith, at arms-length, and with no fraud or collusion by any of the Parties; therefore the Sale transaction is entitled to a finding of good faith under 11 U.S.C. § 363(m).

ARTICLE IV

CONDITIONS TO THE OBLIGATIONS OF THE PARTIES; AS IS SALE

4.1 Conditions to Each Party's Obligations. The respective obligations of each of the Parties to effect the Sale transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following conditions:

(a) Order Permitting Transactions. Prior to the Closing Date, the Bankruptcy Court shall have entered an Order approving the sale, authorizing Seller to sell and assign to Buyer

the Assets, in form and substance acceptable to Buyer and Seller and no court or other governmental entity having jurisdiction over Seller or Buyer having issued or entered any Order, decree, or injunction (whether temporary, preliminary or permanent) then in effect to stay or otherwise enjoin the Sale transaction contemplated by this Agreement;

(b) Transfer Document. On the Closing Date, Buyer and Seller shall each execute and deliver to each other, duplicate originals of the Bill of Sale.

4.2 Conditions to Obligation of Seller. The obligation of Seller to effect the Sale transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions:

(a) Purchase Price Payment. Seller's receipt of the Purchase Price in immediately available funds to the following account:

[Payment instructions will be provided to Buyer]

(b) Performance of Obligations, Representations and Warranties. Buyer shall have performed in all material respects each of its covenants and agreements contained in this Agreement required to be performed on or prior to the Closing Date and each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

4.3 Conditions to Obligations of Buyer. The obligations of Buyer to effect the Sale transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conjunctive conditions:

(a) Performance of Obligations, Representations and Warranties. Seller shall have performed in all material respects each of its covenants and agreements contained in this Agreement required to be performed on or prior to the Closing Date, and each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date;

(b) Compliance with Orders. Seller shall have provided the requisite notice required by the Bidding Procedures Order and having conducted the Auction pursuant to same, and all objections filed or received in response thereto having been otherwise resolved prior to the Closing Date;

(c) Approval Order. The Order approving this Agreement (the Sale Order), when presented to and as entered by the Bankruptcy Court, shall be in form and substance satisfactory to Buyer and Seller; and

4.4 As is Where is Sale. BUYER IS PURCHASING THE ASSETS AS IS, WHERE IS, WITHOUT REPRESENTATION, WARRANTY, OR RECOURSE. WITHOUT LIMITING THE FOREGOING, ALL IMPLIED OR EXPRESS WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE OR UNDER ANY OTHER APPLICABLE LAW INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER IN THEIR ENTIRETY.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Consents. Seller will use his reasonable best efforts, and Buyer will cooperate with Seller, to obtain at the earliest practicable date all consents and approvals required by this Agreement, including the consents and approvals set forth on Schedule 2.2(b).

5.2 Access to Information; Confidentiality

(a) Prior to the Closing Date, Buyer will be entitled, through its officers, employees, consultants and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of Debtor's business and such examination of the books and records of such business and the Assets as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination will be conducted upon reasonable advance notice during regular business hours and under other reasonable circumstances and will be subject to restrictions under applicable law. Following the Closing, Seller shall turnover to Buyer all of Debtor's records and other documents in the custody, possession and control of Seller and Debtor's officers, employees, agents, consultants and representatives, including legal advisors and accountants.

(b) From and after the date of this Agreement, Seller shall, and shall cause agents and representatives to keep confidential and not use any non-public information in such person or entity's possession (other than information which was or becomes available to Seller on a non-confidential basis from a source other than Buyer) relating to Buyer, its affiliates, or the Assets prior to the Closing.

ARTICLE VI

GENERAL PROVISIONS

6.1 Survival of Representations and Warranties. The representations and warranties set forth in this Agreement or in any Schedule or Exhibit thereto shall survive the Closing for a period of ninety (90) days following the Closing Date.

6.2 Notices. Any notice, communication, request, reply or advice hereunder (a "Notice") shall be in writing and shall be delivered by a reputable overnight commercial courier

service with next business day delivery, by hand delivery. For purposes of Notice, the addresses of the Parties shall be as follows:

Buyer: Caldwell Simpson LLC
Attn: Deborah Simpson
4330 Vega Loop
Shingle Springs, CA 95682

and

Ogonna M. Brown, Esq.
Lewis Roca Rothgerber Christie
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

Seller: Leonard E. Schwartzer, Chapter 7 Trustee
Schwartzer & McPherson Law Firm
2850 South Jones Blvd., Suite 1
Las Vegas NV 89146

and

Jason Imes, Esq.
Schwartzer & McPherson Law Firm
2850 South Jones Blvd., Suite 1
Las Vegas NV 89146

6.3 Section and Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

6.5 Entire Agreement. This Agreement (including the Schedules and the Exhibit hereto) constitutes the sole and entire agreement of the Parties with respect to the Sale transaction for purchase of the Assets and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to same. In the event of any inconsistency between the statements in this Agreement and otherwise, the language of this Agreement controls.

6.6 Schedules and Exhibits. Each Schedule and Exhibit hereto shall be deemed to be a part of this Agreement to the same extent as if set forth verbatim in the body of this Agreement.

6.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns, and the Debtor's Bankruptcy Estate and its creditors; nothing herein, express or implied, is intended to or shall confer upon any other entity or individual any legal or equitable benefit, claim, cause of action, remedy, or right of any kind. ✓

6.8 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Nevada.

(b) THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA FOR ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

6.9 Parties; No Third Party Beneficiaries. This Agreement shall be binding upon and enforceable against, and shall inure solely to the benefit of, the Parties hereto and their respective successors and assigns and the Bankruptcy Estate. Nothing herein shall confer any rights or remedies to any person or entity which is not a party hereto.

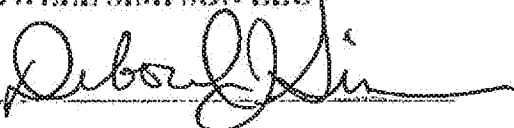
6.10 Counterparty; Electronic Signature. This Agreement may be executed in counterparts, and each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic signature any such signature shall be of the same force and effect as an original signature.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6.11 Further Assurances. Following the Closing, the Parties shall execute and deliver such documents and take such other actions as may be reasonably requested from time to time by the Buyer or the Seller in order to fully consummate the Sale transaction contemplated hereby, subject to Bankruptcy Court approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

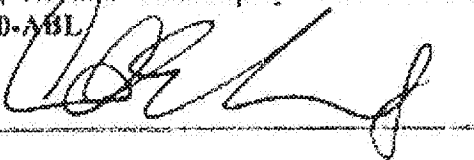
BUYER:
CALDWELL SIMPSON LLC

By: 

Name: DEBORAH SIMPSON

Title: OWNER

SELLER:
THE BANKRUPTCY ESTATE OF
NONINVASIVE MEDICAL TECHNOLOGIES,
INC., Nevada Bankruptcy Case No. BK-S-19-
16210-ABL

By: 

Name: LENARD E. SCHWARTZER

Title: CHAPTER 7 TRUSTEE

SCHEDULE A
[ACCOUNTS RECEIVABLE]

— None —

SCHEDULE A

[ACCOUNTS RECEIVABLE]

*Current account receivable balance and detail is to be determined, but any information available to Seller relating to unpaid account receivable claims will be provided by Seller to Buyer as of the sale order date.

Yes
~~Yes~~
- 0

SCHEDULE B
[ASSETS DESCRIPTION]

SCHEDULE B

[ASSETS DESCRIPTION]

(a) All of Debtor's tangible and intangible personal property free and clear of all liens, claims, interests, and encumbrances, including, but not limited to:

- i. Accounts;
- ii. Chattel Paper;
- iii. Deposit Accounts;
- iv. Documents;
- v. Electronic Chattel Paper;
- vi. Equipment;
- vii. Files;
- viii. Fixtures;
- ix. General Intangibles;
- x. Goods;
- xi. Instruments;
- xii. Inventory, including, but not limited to, all items currently held in the Debtor's office location at 6412 Arville Street, Las Vegas, Nevada 89118;
- xiii. Investment Property;
- xiv. Letter-of-Credit Rights;
- xv. Payment Intangibles;
- xvi. Promissory Notes;
- xvii. Software;
- xviii. Tangible Chattel Paper;
- xix. Securities (whether certificated or uncertificated);
- xx. warehouse receipts;
- xxi. cash monies;

- xxii. tax and duty refunds;
- xxiii. Intellectual Property, including, but not limited to:
 - 1. patents, including patents pending (see Patent List, Exhibit B-1);
 - 2. trade names;
 - 3. trademarks;
 - 4. copyrights;
 - 5. confidential information;
 - 6. trade secrets;
 - 7. all other intellectual property and license rights owned by the Debtor, excluding: (i) the executory contract consisting of the leasehold interest; and (ii) cash and cash equivalents;
- xxiv. all present and future books and records relating to any of the foregoing including, without limitation, all present and future books of account of every kind or nature purchase and sale agreements, invoices, ledger cards, bills of lading, and other shipping evidence, statements, correspondence, memoranda, credit files, and other data relating to the Assets or any account debtor; together with the tapes, disks, diskettes, and other data and software storage media and devices, file cabinets, or containers in or on which the foregoing are stored (including any rights of Debtor with respect to any of the foregoing maintained with or by any other person or entity);
- xxv. Any and all products and proceeds of the foregoing;

(b) INCLUDING and all litigation claims held by the Debtor, including as set forth in Debtor's Schedules and Statement of Financial Affairs (ECF No. 1).

Capitalized terms used in this Schedule B and not otherwise defined herein or in the Agreement shall have the following meanings:

"Account Debtor" or "account debtor" has the meaning ascribed to such term in the UCC.

"Accounts" or "accounts" means "accounts" as defined in the UCC, and, in addition, any and all obligations of any kind at any time due and/or owing to Debtor, whether now existing or hereafter arising, and all rights of Debtor to receive payment or any other consideration including, without limitation, invoices, contract rights, accounts receivable, general intangibles, choses-in-action, notes, drafts, acceptances, instruments and all other debts, obligations and liabilities in whatever form owing to Debtor from any Person, Governmental Authority or any other entity, all security therefor, and all of Debtor's rights to receive payments for goods sold (whether delivered, undelivered, in transit or returned) or services rendered, which may be represented thereby, or with respect thereto, including, but not limited to, all rights as an unpaid vendor (including stoppage in transit, replevin or reclamation), and all additional amounts due from any Account Debtor, whether or not invoiced, together with all Proceeds and products of any and all of the foregoing.

"Chattel Paper" has the meaning ascribed to such term in the UCC.

"Deposit Accounts" has the meaning ascribed to such term in the UCC.

"Document" or "document" has the meaning ascribed to such term in the UCC.

"Electronic Chattel Paper" has the meaning ascribed to such term in the UCC.

"Equipment" means "equipment", as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and shall include, without limitation, all equipment, machinery, furniture, Fixtures, computer equipment, telephone equipment, molds, tools, dies, partitions, tooling, transportation equipment, all other tangible assets used in connection with the manufacture, sale or lease of goods or rendition of services, and Debtor's interests in any leased equipment, and all repairs, modifications, alterations, additions, controls and operating accessories thereof or thereto, and all substitutions and replacements therefor.

"Files" includes files, including paper and electronic files, held by the Debtor, and all if its agents, attorneys, consultants, accountants, officers, board members, employees, current or former, including, but not limited to, Debtor's agents identified in Exhibit B-2.

"Fixtures" has the meaning ascribed to such term in the UCC.

"General Intangibles" has the meaning ascribed to such term in the UCC.

"Goods" has the meaning ascribed to such term in the UCC.

"Governmental Authority" or "Governmental Authorities" means any federal, state, county or municipal governmental agency, department, instrumentality, board, commission, officer, official or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Instruments" has the meaning ascribed to such term in the UCC.

"Intellectual Property" means all of the following intellectual property used in the conduct of the business of Debtor: (a) inventions, processes, techniques, discoveries, developments and related improvements, whether or not patentable; (b) United States patents, patent applications, divisionals, continuations, reissues, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, of any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) unregistered, United States registered or pending trademark, trade dress, service mark, service name, trade name, brand name, logo, domain name, or business symbol and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith; (d) work specifications, software (including object and source code listing) and artwork; (e) technical, scientific and other know-how and information, trade secrets, methods, processes, practices, formulas, designs, assembly procedures, specifications owned or used by Debtor; (f) copyrights; (g) work for hire; (h) customer and mailing lists; and (i) any and all rights of the Debtor to the names "Noninvasive Medical Technologies," "IQ²," "ZOE," or any derivation thereof, and Debtor's entire customer list and database and all assets used or useful by Debtor in the conduct of its business over the internet or in any electronic medium, including any websites, URLs or domain names owned by Debtor.

"Inventory" means "inventory," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and, in any event, shall include, without limitation, all raw materials, work-in-process, finished and semi-finished Inventory including, without limitation, all materials, parts, components and supplies relating to the manufacture or assembly thereof, packaging and shipping supplies relating thereto, and all other inventory, merchandise, goods and other personal property now or hereafter owned by Debtor, which are held for sale, exchange or lease or are furnished or are to be furnished under a contract of service or an exchange arrangement or which constitute raw materials, work-in-process or materials used or consumed or to be used or consumed in Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods and the products of the foregoing, whatever form and wherever located; and all names or marks affixed to or to be affixed thereto for purposes of selling same by the seller, manufacturer, lessor or licensor thereof and all right, title and interest of Debtor therein and thereto.

"Investment Property" has the meaning ascribed to such term in the UCC.

"Letter-of-Credit Rights" means "letter-of-credit rights" as such term is defined in the UCC, including rights to payment or performance under a letter of credit, whether or not the beneficiary thereof has demanded or is entitled to demand payment or performance.

"Payment Intangibles" has the meaning ascribed to such term in the UCC.

"Promissory Note" has the meaning ascribed to such term in the UCC.

"Securities" has the meaning ascribed to such term in the UCC.

"Software" has the meaning ascribed to such term in the UCC.

"Tangible Chattel Paper" has the meaning ascribed to such term in the UCC.

"UCC" means the Uniform Commercial Code as presently enacted in California (or any successor legislation thereto), and as the same may be amended from time to time, and the state counterparts thereof as may be enacted in such states or jurisdictions where any of the Assets are located or held.

EXHIBIT B-1

[ASSETS DESCRIPTION]

NMT PATENT LIST¹

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
System and method of impedance cardiography and heartbeat determination	US	US 07/758,034		
System and method of impedance cardiography and heartbeat determination	US	US 07,834,425 02-12-1992		US 5309917
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	Canada	CA 2118930		CA 2118930
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	EPO	EP92920353.7		EP0606301 12/5/2001

¹ This is not an exhaustive list.

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	PCI	PCT/JS92/07756 9/11/1992		
System and method of impedance cardiography monitoring	US	US 08/061,793 05-13-1993		US 5443075
Apparatus and method for measuring cardiac output	US	US 08/061,360 05-14-1993		US 5423326
Thoracic impedance monitor and electrode array and method of use	US	US 11/088,307 03-24-2005	US20050215915A1	US 7474918 01-06-2009
Thoracic impedance monitor and electrode array and method of use	US	60,556,394 3/24/2005		
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	US	US 12/383,357 03-23-2009	US20090240133	
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	US	60,846,402 9/21/2005		

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	US	60,973,985 9/20/2007		
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	US	60,846,403 9/21/2006		
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	PCT	US2007/020473 9/21/2007		
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	Canada	CA 7663946		
Apparatus and method for non-invasive, in-vivo, thoracic radio interrogation	EPO	EP0783633.1		
Method of processing thoracic reflected radio interrogation signals	US	US 12/383,362 03-23-2009	US20090240134A1	
Method of processing thoracic reflected radio interrogation signals	PCT	PCT/US/07/20487 9/21/2007		
Method of processing thoracic reflected radio interrogation signals	US	60,973,988 9/20/2007		
Method of processing thoracic reflected radio interrogation signals	US	60,846,404 9/21/2006		

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
Method of processing thoracic reflected radio interrogation signals	US	US 13/770,403 02-19-2013	US20130237798A1	
Method of processing thoracic reflected radio interrogation signals	Canada	CA 2663973		
Unpublished	US	US 13/731,494 12-31-2012		
	US	60,973,988		
Method of determining a spatial distribution of magnetic particles	US	US 11/721,371 12-06-2005	US20090240135A1	US 8,355,771 01-15-2019
Method of determining a spatial distribution of magnetic particles	PCT	PCT/IB05/54073 5/11/2007		
Antenna for thoracic radio interrogation	US	US 12/383,356 03-23-2009	US20090240132A1	US 8,692,717 04-08-2014
Antenna for thoracic radio interrogation	Canada	CA 2664166		
Antenna for thoracic radio interrogation	EPO	EP07838650.5		
Unpublished	US	US 13/731,494/12- 31-2012		
Unpublished	US	US 14/246,590/04- 07-2014		
Relative positioning system and method	US	60,974,003 9/20/2007		
Relative positioning system and method	US	60,846,407 9/21/2006		
Relative positioning system and method	US	60,846,827 9/21/2006		
Relative positioning system and method	PCT	PCT/US/07/20486 9/21/2007		

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
Relative positioning system and method	US	US 12/383,361/03- 23-2009	US20090237235A1	US 8,134,460 03-13-2012
Relative positioning system and method	US	US 12/383,358/03- 23-2009	US20090237234A1	US 8,111,152 02-07-2012
	US	US 62324767		
	US	US 62324745		
Determination of Dry Weight by Multi-Frequency Bioimpedance Measurements	US	US 62063375		
Bioelectric Impedance Monitors, Electrode Arrays and Methods of use	US	US 62064467		
	US	US 62063380		

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
Radio Frequency Impedance Interrogation (RFII) Biometric Authentication and Identification	US	US 6054447		
Fluid Monitoring and Management System for Ebola Patients	US	US 6204453		
Radio Frequency Impedance Interrogation (RFII) Biometric Authentication and Identification	US	US 62/805,641 2/14/2019		
Bioelectric Impedance Monitors, Electrode Arrays and Methods of use	US	US 62/805,650 2/14/2019		
Determination of Dry Weight by Multi-Frequency Bioimpedance Measurements	US	US 62/805,656 2/14/2019		
ZOE Fluid Monitoring and Management System for Ebola Patients	US	US 62/805,654 2/14/2019		
Impedance Monitors, Electrode Arrays and Methods of use	US	US 14/186,757		
Determination of Dry Weight by Multi-Frequency Bioimpedance Measurements	US	US 62/064,455		
Fluid Monitoring and Management System for Ebola Patients	US	US 62/063,368		

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	Canada	CA 2118930		CA 2118930
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	EPO	EP92920353.7		EPC606301 12/5/2001
METHOD OF IMPEDANCE CARDIOGRAPHY AND HEARTBEAT DETERMINATION	PCT	PCT/US92/07756 9/11/1992		
BASE IMPEDANCE FLUID MONITOR AND PROCESS	US	US 60/549,739 3/3/2004		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	Malaysia	PI20051288 Malaysia		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	PCT	PCT/J505/09716 3/25/2005		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	Taiwan	Taiwan 2094901101	200534827 11/1/2005	
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	Australia	AU2005228117		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	Canada	CA 2583526		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	EPO	EP05726086.1		
ELECTRODE ARRAY FOR BIOELECTRICAL DEVICE	South Africa	South Africa 2006/08833		South Africa 2006/08833
CARDIAC FUNCTION MONITOR AND DISPLAY DEVICE	China	China Design 20040076314.7		ZL200430076314.7 6/8/2005
CARDIAC FUNCTION MONITOR AND DISPLAY DEVICE	India	India Design 196353		196353 2/7/2005

Title	Country	Appl'n No Filing Date	Pub No.	Patent No. Issue Date
CARIDAC FUNCTION MONITOR AND DISPLAY DEVICE	South Korea	South Korea Design 2004- 0020322		D383004 5/27/2006
CARIDAC FUNCTION MONITOR AND DISPLAY DEVICE	Taiwan	Taiwan Design 93304313		D105453 7/1/2005
RFI GENERATED PSEUDO- PHOTOCARDIOGRAPHIC SIGNALS	US	US 61/367,183 7/23/2011		

EXHIBIT B-2

[ASSETS DESCRIPTION]

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² This is not an exhaustive list.