

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8076165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	10/11/2019

CONVEYING PARTY DATA

Name	Execution Date
LVL TECHNOLOGIES, INC.	10/11/2019

NEWLY MERGED ENTITY DATA

Name	Execution Date
GIDEON MERGER SUB II, LLC	10/11/2019

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	HAPPY HEALTH, INC.
Street Address:	3200 GRACIE KILTZ LANE
Internal Address:	SUITE 301, MAILBOX #7
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78758

PROPERTY NUMBERS Total: 23

Property Type	Number
Application Number:	15497101
Application Number:	15576671
Application Number:	15576679
Application Number:	15588508
Application Number:	17021974
Application Number:	62166571
Application Number:	62217679
Application Number:	62327223
Application Number:	62327235
Application Number:	62349524
Application Number:	62546466
Application Number:	62553655
Application Number:	62570966
Application Number:	62596524

PATENT

Property Type	Number
Application Number:	62719535
Application Number:	62862420
Application Number:	62862427
PCT Number:	US1634403
PCT Number:	US1634411
PCT Number:	US1729467
PCT Number:	US1737343
PCT Number:	US2018048882
PCT Number:	US2019046962

CORRESPONDENCE DATA

Fax Number: (816)753-1536
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.

Phone: 8167531000
Email: uspt@polsinelli.com, dcarrera@polsinelli.com
Correspondent Name: POLSINELLI PC
Address Line 1: P.O. BOX 140310
Address Line 4: KANSAS CITY, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	085150-641460
NAME OF SUBMITTER:	DONNA CARRERA
SIGNATURE:	/Donna Carrera for Jeffrey Kuo/
DATE SIGNED:	07/25/2023

Total Attachments: 8
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GIDEON MERGER SUB II, LLC

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this “*Agreement*”) of Gideon Merger Sub II, LLC, a Delaware limited liability company (the “*Company*”), is made and entered into effective as of October 8, 2019 by Gideon Health, Inc., a Delaware corporation (the “*Sole Member*”), pursuant to the provisions of the Delaware Limited Liability Company Act (the “*Act*”) as follows:

1. Name. The name of the Company is “Gideon Merger Sub II, LLC.” The business of the Company may be conducted under that name, or such other name or names as the Sole Member deems appropriate.

2. Purposes and Powers. The Company is organized to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware. The Company shall have (a) the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and (b) all other powers available to it as a limited liability company under the laws of the State of Delaware.

3. Sole Member. The Sole Member is hereby admitted as a member of the Company. The business address of the Sole Member is 1375 N. Doheny Drive, Los Angeles, CA 90069.

4. Principal Office. The principal office of the Company shall be at 1375 N. Doheny Drive, Los Angeles, CA 90069, or such other place or places as the Sole Member may from time to time designate.

5. Registered Agent and Office. The name and address of the registered agent and office for service of process of the Company in the State of Delaware shall be the Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, 19808, or such other agent or office in the State of Delaware as the Sole Member may from time to time designate.

6. Term. The Company commenced upon the filing of the Company’s Certificate of Formation with the Secretary of State of the State of Delaware and shall continue until the Sole Member consents to its dissolution.

7. Management. The management, operation and policies of the Company are vested exclusively in the Sole Member. The Sole Member has the power to act on behalf of and in the name of the Company to carry out and implement any and all of the objects and purposes of the Company, including without limitation, to enter into agreements on behalf of the Company and to cause the Company to merge with or into any corporation, partnership, limited liability company or other legal entity. All decisions with respect to the Company require the consent of the Sole Member. The Sole Member may appoint, remove and replace managers, officers and employees of the Company from time to time in its sole and absolute discretion.

8. Signature Authority. Any authorized signatory of the Sole Member is hereby given express authority by the Sole Member to execute such documents on behalf of the Company as are

necessary to organize the Company under state law, obtain a bank account for the Company, obtain a tax identification number for the Company, deposit funds into the Company's account, and to take all actions necessary and incidental thereto, with no further need for action by the Sole Member.

9. Capital Contributions. The Sole Member may, in its discretion, make a capital contribution to the Company in the form of cash, securities, intellectual property or any other assets (including intangible assets) as the Sole Member may, in its complete and sole discretion, determine. In consideration of any capital contribution by the Sole Member pursuant to this paragraph 9, the Company shall issue membership interests in the form of units (the "*Units*") to the Sole Member. The initial capital contributions of the Sole Member are detailed on Exhibit A.

10. Transfer. The Sole Member may transfer all or any portion of its interest in the Company in the Sole Member's sole and absolute discretion. In the event of any such transfer, this Agreement shall be amended to reflect the respective rights and obligations of the Sole Member and the transferee or transferees. No person shall be admitted to the Company as an additional member without the written consent of the Sole Member, which consent may be withheld in the Sole Member's sole and absolute discretion.

11. Limitation of Liability of the Members. Except as required by law, the Members, in their capacities as such, shall not be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of their respective capital contributions to the Company.

12. Liquidation. Sole Member will receive distributions if, upon winding up of the Company, the assets or proceeds available exceed the amount required for the payment and discharge of all of the Company's debts and liabilities. Such liquidating distributions shall be made to the Sole Member in accordance with its positive capital account balances. The Sole Member has no right to demand or receive property other than cash from the Company in return for any capital contributions it may make.

13. Indemnification. The Company shall indemnify the Sole Member to the fullest extent permitted by law.

14. Amendment; Miscellaneous. The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of the Sole Member. This Agreement shall be construed in accordance with the internal laws of the State of Delaware, without reference to that State's conflicts of law principles. This Agreement shall be binding upon the successors of the Sole Member. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Classification. The Company has elected to be classified for U.S. federal income tax purposes as a disregarded entity.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

SOLE MEMBER:

Gideon Health, Inc.

DocuSigned by:
By: Sean Rad
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Name: Sean Rad

Title: President, CEO, CFO and Treasurer

(Signature page to Gideon Merger Sub II, Limited Liability Company Agreement)

PATENT
REEL: 064375 FRAME: 0247

EXHIBIT A
SCHEDULE OF MEMBERS

NAME AND ADDRESS	CAPITAL CONTRIBUTION	UNITS
Gideon Health, Inc. 1375 N. Doheny Drive Los Angeles, CA 90069	\$1.00	1,000

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LVL TECHNOLOGIES, INC.", A DELAWARE CORPORATION,
WITH AND INTO "GIDEON MERGER SUB II, LLC" UNDER THE NAME OF
"LVL TECHNOLOGIES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE ELEVENTH DAY OF
OCTOBER, A.D. 2019, AT 3:56 O`CLOCK P.M.



7647376 8100M
SR# 20197511976

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203777552
Date: 10-11-19

PATENT
REEL: 064375 FRAME: 0249

CERTIFICATE OF MERGER

of

LVL TECHNOLOGIES, INC.
a Delaware corporation

with and into

GIDEON MERGER SUB II, LLC
a Delaware limited liability company

Pursuant to Title 8, Section 264(c) of the General Corporation Law of the State of Delaware (the "DGCL") and Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "DLLCA"), the undersigned limited liability company has executed this following Certificate of Merger (this "Certificate"). The undersigned hereby certifies that:

FIRST: The name of the surviving limited liability company is Gideon Merger Sub II, LLC, a Delaware limited liability company (the "**Surviving Company**"), and the name of the corporation being merged into the surviving limited liability company is LVL Technologies, Inc., a Delaware corporation.

SECOND: LVL Technologies, Inc. and Gideon Merger Sub II, LLC have entered into an Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**"), setting forth the terms and conditions of the merger of LVL Technologies, Inc. with and into Gideon Merger Sub II, LLC pursuant to Section 18-209 of the DLLCA and Section 264 of the DGCL. The Merger Agreement has been approved, adopted, certified, executed and acknowledged in accordance with Sections 18-204 and 18-209 of the DLLCA in the case of Gideon Merger Sub II, LLC, and Sections 103 and 264 of the DGCL in the case of LVL Technologies, Inc.

THIRD: In accordance with the Merger Agreement and upon the effectiveness of this filing, LVL Technologies, Inc. will merge with and into Gideon Merger Sub II, LLC (the "**Merger**").

FOURTH: Upon effectiveness of the Merger, the Certificate of Formation of the Surviving Company, as in effect immediately prior to the effective time of the Merger, shall be the Certificate of Formation of the Surviving Company; provided, however that at the effective time of the Merger, Article I of the Certificate of Formation of the Surviving Company shall be amended and restated in its entirety to read as follows: "The name of the limited liability company is LVL Technologies, LLC".

FIFTH: The Merger shall become effective at the time this Certificate is filed.

SIXTH: The executed Merger Agreement is on file at the offices of the Surviving Company at the following address: 1375 N Doheny Drive, Los Angeles, California 90069.

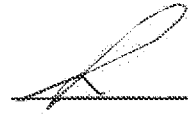
SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any member of, or any person holding an interest in, any constituent limited liability company or stockholder of any constituent corporation.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed as of October 11, 2019.

GIDEON MERGER SUB II, LLC

By:
Name: Sean Rad
Title: President



Signature Page to Certificate of Merger

PATENT
REEL: 064375 FRAME: 0251

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION
OF GIDEON HEALTH, INC.**

Gideon Health, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

- I. The name of the Corporation is Gideon Health, Inc.
- II. The original Certificate of Incorporation of the Corporation was filed with the Secretary of the State of Delaware on July 22, 2019 under the name XYCC Corp.
- III. This amendment of the Amended and Restated Certificate of Incorporation of the Corporation herein certified was duly adopted by the Corporation's Board of Directors in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware, and the Corporation's stockholders have given their written consent in accordance with Section 228 of the General Corporation Law of the State of Delaware.
- IV. Article First of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"The name of this corporation is Happy Health, Inc. (the "Corporation")."

V. All other provisions of the Amended and Restated Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, Gideon Health, Inc. has caused this Certificate of Amendment to the Certificate of Incorporation to be signed by its duly authorized officer on this 11th day of August, 2020.

/s/ Sean Rad

Sean Rad
President and Chief Executive Officer