

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8343146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	MERGER	
<b>EFFECTIVE DATE:</b>	12/23/2021	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
EPITEL, INC.		12/23/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EPITEL, INC.	
<b>Street Address:</b>	124 SOUTH 400 EAST	
<b>Internal Address:</b>	SUITE 450	
<b>City:</b>	SALT LAKE CITY	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84111	
<b>PROPERTY NUMBERS Total: 24</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	11020035	
Application Number:	17243549	
Patent Number:	11633139	
Application Number:	62289837	
PCT Number:	US2017016024	
Application Number:	17019811	
Application Number:	17861080	
Application Number:	18487364	
Patent Number:	11779262	
Patent Number:	11638551	
Patent Number:	11633144	
Application Number:	17811756	
Patent Number:	11786167	
Application Number:	17811810	
Application Number:	18308487	
Application Number:	18305284	
Application Number:	63005405	
PCT Number:	US2021025489	

Property Type	Number
Application Number:	18067611
Application Number:	18545942
Application Number:	18067592
Application Number:	18067608
Application Number:	63380132
PCT Number:	US2023035327

#### CORRESPONDENCE DATA

**Fax Number:** (949)760-9502

***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:** 9497600404

**Email:** efiling@knobbe.com

**Correspondent Name:** KNOBBE MARTENS OLSON AND BEAR LLP

**Address Line 1:** 2040 MAIN STREET

**Address Line 2:** 14TH FLOOR

**Address Line 4:** IRVINE, CALIFORNIA 92614

**ATTORNEY DOCKET NUMBER:** EPITE.002/003/004

**NAME OF SUBMITTER:** ZACHARY MESSICK

**SIGNATURE:** /Zachary Messick/

**DATE SIGNED:** 12/20/2023

#### Total Attachments: 13

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**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING  
EPITEL, INC., A UTAH CORPORATION,  
INTO  
EPITEL, INC., A DELAWARE CORPORATION**

(Filed pursuant to Section 253 of the Delaware General Corporation Law  
and Section 1104 of the Utah Revised Corporation Act)

Epitel, Inc., a corporation organized and existing under the laws of the State of Utah ("*Epitel (UT)*"), does hereby certify that:

**FIRST:** That it was organized pursuant to the provisions of the Utah Revised Business Corporation Act of the State of Utah on November 13, 2007.

**SECOND:** That it owns 100% of the outstanding shares of the capital stock of Epitel, Inc., a corporation organized pursuant to the provisions of the General Corporation Law of the State of Delaware on December 20, 2021 ("*Epitel (DE)*").

**THIRD:** That the Board of Directors of Epitel (UT) (the "*Company*" below), by unanimous written consent dated as of December 23, 2021, determined to merge Epitel (UT) with and into Epitel (DE), and did adopt the following resolutions (all undefined terms as defined in such unanimous written consent):

**WHEREAS**, the Board has determined that it is in the best interests of the Company and its shareholders that the Company effect the Reincorporation by effecting a merger (the "*Merger*") with Epitel (DE) and the Company, where the Company is merged with and into Epitel (DE), with Epitel (DE) continuing as the surviving entity, pursuant to the terms and conditions of the Agreement and Plan of Merger attached hereto as **EXHIBIT A** (the "*Merger Agreement*"), by and between the Company and Epitel (DE).

**NOW, THEREFORE, BE IT RESOLVED**, that the Merger and the issuance of such shares upon consummation of the Merger by the Company as provided in the Merger Agreement be, and they hereby are, authorized and approved in all respects;

**RESOLVED FURTHER**, that the Merger Agreement be, and it hereby is, adopted and approved as a plan of reorganization of the Company within the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

**RESOLVED FURTHER**, that the Certificate of Incorporation and Bylaws of Epitel (DE) immediately preceding the Effective Time (as defined in the Merger Agreement) shall be the Certificate of Incorporation and Bylaws of Epitel (DE), as surviving corporation, upon the Effective Time, as set forth in the Merger Agreement;

**RESOLVED FURTHER**, that pursuant to the Merger Agreement, at the Effective Time (as defined in the Merger Agreement): (i) each share of Common Stock of the Company shall be converted into 0.20 (the "*Applicable Fraction*") of a fully paid and nonassessable share of Common Stock of Epitel (DE) and (ii) each share of Common

Stock of Epitel (DE) issued to the Company shall be cancelled and returned to the status of authorized but unissued shares;

**RESOLVED FURTHER**, that no fractional shares of Common Stock of Epitel (DE) will be issued in connection with the Merger; in lieu of such fractional shares, any holder of Common Stock of the Company who would otherwise be entitled to receive a fraction of a share of Common Stock of Epitel (DE) upon effectiveness of the Merger will be entitled to receive from Epitel (DE) the number of shares of Common Stock of Epitel (DE) to be issued in connection with the Merger, rounded down to the nearest whole share;

**RESOLVED FURTHER**, that upon the effectiveness of the Merger, all outstanding options shall automatically be adjusted, without the necessity of any change to the agreements or instruments representing such securities, so that the securities subject to such options, in the aggregate or as to any installment thereof, shall be reduced to a number of shares equal to the Applicable Fraction multiplied by the number of shares subject to such options prior to the effectiveness of the Merger, rounded down to the nearest whole share, and the exercise price of each such option shall be increased to an exercise price equal to the exercise price of such option prior to the effectiveness of the Merger divided by the Applicable Fraction, rounded up to the nearest whole cent;

**RESOLVED FURTHER**, that the officers and directors of the of Epitel (DE), as surviving corporation, upon the Effective Time, shall be as set forth in the Merger Agreement;

**RESOLVED FURTHER**, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to the Merger Agreement, and such other agreements, certificates or documents as any such officer may approve, and the execution and delivery thereof by any officer of the Company shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion;

**RESOLVED FURTHER**, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further actions to provide notification of the Merger to appropriate persons, including but not limited to providing such notification to any applicable regulatory agencies and filing any required by them or by law;

**RESOLVED FURTHER**, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to solicit the proxy or written consent of the shareholders of the Company in connection with approval of the Merger, the Merger Agreement and matters related thereto; and

**RESOLVED FURTHER**, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take any and all actions which they may deem necessary or advisable in order to consummate the proposed Merger as contemplated by the Merger Agreement, including the certification and execution of the Merger Agreement with such changes as such officers may deem appropriate or advisable as conclusively evidenced by their execution thereof (except that any of the principal terms of the Merger Agreement may not be changed, if such change would have a material adverse effect on the Company or its shareholders, without the

approval of the Board and the Company's shareholders) and the filing of the Certificate of Merger with the Secretaries of State of the States of Delaware and Utah and with such other offices or agencies as may be necessary or appropriate.

**FOURTH:** That this Merger has been adopted, approved, certified, executed and acknowledged by Epitel (UT) in accordance with the laws of the State of Utah, including approval by the holders of a majority the outstanding capital stock of the Company, in accordance with Section 1104 of the Utah Revised Corporations Act.

**FIFTH:** That immediately prior to the Merger, (1) the outstanding capital stock of Epitel (DE) consisted of 1,000 shares of Common Stock, and all of such shares were voted to approve the Merger and (2) the outstanding capital stock of the Company consisted of 8,353,334 shares of Common Stock, and all of such shares were voted to approve the Merger.

**SIXTH:** That the laws of the jurisdiction of organization of Epitel (DE) permit a merger of a wholly-owned subsidiary corporation of another jurisdiction into a parent corporation of the jurisdiction of organization of Epitel (DE); and the merger of Epitel (UT) into Epitel (DE) is in compliance with the laws of the jurisdiction of organization of Epitel (DE).


**SEVENTH:** Epitel (DE) will be authorized to transact business as a foreign corporation in the State of Utah at the effective time and date in the State of Utah of the merger herein provided for, in accordance with the provisions of the Utah Revised Business Corporation Act.

**EIGHTH:** Epitel (DE)'s principal office address is 124 South 400 East, Suite 450, Salt Lake City, UT 84111.

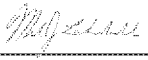
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IN WITNESS WHEREOF, the undersigned have executed this Certificate of Ownership and Merger as of December 23, 2021.

**EPITEL, INC.**  
a Utah corporation

By:   
Name: Mark Lehmkuhle  
Title: Chief Executive Officer

**EPITEL, INC.**  
a Delaware corporation

By:   
Name: Mark Lehmkuhle  
Title: Chief Executive Officer

**EXHIBIT A**  
**Merger Agreement**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "*Merger Agreement*") is made as of December 23, 2021, by and between Epitel, Inc., a Utah corporation ("*Epitel (UT)*") and Epitel, Inc., a Delaware corporation ("*Epitel (DE)*"). Epitel (UT) and Epitel (DE) are sometimes referred to herein as the "*Constituent Corporations*."

WHEREAS, the authorized capital stock of Epitel (UT) consists of (i) 28,874,000 shares of Common Stock and (ii) 5,000,000 shares of Preferred Stock;

WHEREAS, the authorized capital stock of Epitel (DE) consists of 3,723,000 shares of Common Stock; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has determined that it is advisable and to the advantage of said corporations and their shareholders or stockholders, as applicable, that Epitel (UT) merge with and into Epitel (DE), with Epitel (DE) being the surviving corporation, upon the terms and subject to the conditions set forth in this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Epitel (UT) shall merge with and into Epitel (DE) on the following terms, conditions and other provisions:

### 1. TERMS AND CONDITIONS

(a) **Merger.** Epitel (UT) shall be merged with and into Epitel (DE) (the "*Merger*"), and Epitel (DE) shall be the surviving corporation (the "*Surviving Corporation*") effective at 5:00 p.m. (Pacific Time) on the date hereof or at some other time as Epitel (UT) and Epitel (DE) may mutually agree (the "*Effective Time*").

(b) **Succession.** At the Effective Time, Epitel (DE) shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Epitel (UT), except insofar as it may be continued by operation of law, shall be terminated and cease.

(c) **Transfer of Assets and Liabilities.** At the Effective Time, the rights, privileges, powers and franchises of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities



of the Constituent Corporations and of their shareholders and stockholders, as applicable, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Epitel (DE), as Surviving Corporation, effective upon the Effective Time, assumes all contracts, debts, and other agreements and liabilities of Epitel (UT).

**(d) Common Stock of Epitel (UT) and Epitel (DE).** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share or right identified as Common Stock of Epitel (UT) on Exhibit A and held by the persons identified on Exhibit A shall be converted into 0.20 (the “*Applicable Fraction*”) of a fully paid and nonassessable share of the Common Stock of Epitel (DE) and (ii) each share of Common Stock of Epitel (DE) issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares. The foregoing provisions are intended to convert both shares and rights that do not represent outstanding shares because of defects in issuance into shares of Common Stock of Epitel (DE).

**(e) Fractional Shares.** No fractional shares of Common Stock of Epitel (DE) will be issued in connection with the Merger. In lieu of such fractional shares, any holder of Common Stock of Epitel (UT) who would otherwise be entitled to receive a fraction of a share of Common Stock of Epitel (DE) upon effectiveness of the Merger will receive from the Surviving Corporation, the number of shares of Common Stock of Epitel (DE) to be issued in connection with the Merger, rounded down to the nearest whole share.

**(f) Stock Certificates.** At and after the Effective Time, all of the outstanding and/or a right, title and interest in and to certificates which prior to that time represented the right to receive shares of the Common Stock Epitel (UT) shall be deemed for all purposes to evidence ownership of and to represent the shares of Epitel (DE) into which the shares of Epitel (UT) represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Epitel (DE) evidenced by such outstanding certificate as above provided. The shareholders of Epitel (UT), as of the Effective Time, are set forth on Exhibit A hereto.

**(g) Options.** At the Effective Time, the Surviving Corporation will assume and continue Epitel (UT)’s 2021 Equity Incentive Plan (the “*2021 EIP*”) and the outstanding and unexercised portions of all options to purchase Common Stock of Epitel (UT), including, without limitation, all options outstanding under the 2021 EIP and any other outstanding options, will be converted into options of Epitel (DE), such that an option to purchase one (1) share of Common Stock of Epitel (UT) will be converted into an option to purchase the *Applicable Fraction* of a

share of Common Stock of Epitel (DE), and the exercise price of the Epitel (DE) option will be equal to the exercise price of the Epitel (UT) option being converted divided by the Applicable Fraction. If the foregoing calculation results in an assumed option being exercisable for a fraction of a share, then the number of shares of Common Stock of Epitel (DE) subject to such option will be rounded down to the nearest whole number with no cash being payable for such fractional share. Further, if the foregoing calculation results in an assumed option having an exercise price with a fraction of a cent, then the exercise price of such option will be rounded up to the nearest whole cent. No other changes in the terms and conditions of such options will occur. Effective on the Effective Date (i) Epitel (DE) hereby assumes the outstanding and unexercised portions of such options and the obligations of Epitel (UT) with respect thereto, (ii) any references to the "Company" in the 2021 EIP shall mean "Epitel (DE)", and (iii) any references to "shareholders" and "Articles of Incorporation" shall mean "stockholders" and "Certificate of Incorporation", respectively.

(h) **SAFEs.** At the Effective Time, the Surviving Corporation will assume each simple agreement for future equity of Epitel (UT) (each, a "**SAFE**") identified on Exhibit B hereto.

## **2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

(a) **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of Epitel (DE) in effect at the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Epitel (DE) in effect at the Effective Time shall continue to be the Bylaws of the Surviving Corporation.

(b) **Directors.** Mark Lehmkuhle shall become the sole director of the Surviving Corporation at and after the Effective Time, to serve until the expiration of his term and until his successor is duly elected and has qualified.

(c) **Officers.** The officers of Epitel (UT) immediately preceding the Effective Time shall become the equivalent officers of the Surviving Corporation at and after the Effective Time to serve at the pleasure of its Board of Directors.

## **3. MISCELLANEOUS**

(a) **Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Epitel (UT) such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Epitel (UT) and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Epitel (UT) or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(b) **Amendment.** At any time before or after approval by the shareholders of Epitel (UT), this Merger Agreement may be amended in any manner (except that, after the approval of

the Merger Agreement by the shareholders of Epitel (UT), the principal terms may not be amended without the further approval of the shareholders of Epitel (UT)) as may be determined in the judgment of the respective Boards of Directors of Epitel (DE) and Epitel (UT) to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**(c) Conditions to Merger.** The obligation of each of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either Constituent Corporation in its sole discretion to the extent permitted by law):

**(i)** the Merger shall have been approved by the shareholders of Epitel (UT) in accordance with applicable provisions of the General Corporation Law of the State of Utah; and

**(ii)** Epitel (UT), as sole stockholder of Epitel (DE), shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

**(iii)** any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Epitel (UT) to be material to the consummation of the Merger shall have been obtained.

**(d) Abandonment or Deferral.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Epitel (UT), Epitel (DE), or both, notwithstanding the approval of this Merger Agreement by the shareholders of Epitel (UT) or the stockholder of Epitel (DE), or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Epitel (UT) and Epitel (DE), such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Epitel (UT) shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

**(e) Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, this Merger Agreement, having first been fully approved by the Boards of Directors and shareholders of Epitel (UT) and Epitel (DE), is hereby executed on behalf of each such corporation and attested to by their respective officers thereunto duly authorized as of the date first written above.

**EPITEL (UT):**

**EPITEL, INC.,**  
a Utah corporation

By: Mark Lehmkuhle  
Name: Mark Lehmkuhle  
Title: Chief Executive Officer

*Attest:*

**EPITEL, INC.,**  
a Utah corporation

By: Mark Lehmkuhle  
Name: Mark Lehmkuhle  
Title: Secretary

**EPITEL (DE):**

**EPITEL, INC.,**  
a Delaware corporation

By: Mark Lehmkuhle  
Name: Mark Lehmkuhle  
Title: Chief Executive Officer

*Attest:*

**EPITEL, INC.,**  
a Delaware corporation

By: Mark Lehmkuhle  
Name: Mark Lehmkuhle  
Title: Secretary

# EXHIBIT A

## HOLDERS OF SHARES AND RIGHTS IN EPITEL (UT)

Name	Common (CS)	Options and RSU's Outstanding Under 2021 Equity Incentive Plan	Outstanding Shares	Fully Diluted Shares	Outstanding Ownership	Fully Diluted Ownership
Ed Dudek	1,100,000		1,100,000	1,100,000	13.1684%	6.2218%
Erin West	250,000	104,000	250,000	354,000	2.9928%	2.0023%
Jack Vines	105,000		105,000	105,000	1.2570%	0.5939%
James Jensen	733,334		733,334	733,334	8.7789%	4.1479%
Jean Wheeler	1,000,000		1,000,000	1,000,000	11.9713%	5.6562%
Jed Palmacci	105,000		105,000	105,000	1.2570%	0.5939%
John Fisher	1,100,000		1,100,000	1,100,000	13.1684%	6.2218%
Kim Wirthlin	105,000		105,000	105,000	1.2570%	0.5939%
Mark Lehmkuhle	1,500,000	2,664,706	1,500,000	4,164,706	17.9569%	23.5563%
Michael Elwood	1,000,000	395,176	1,000,000	1,395,176	11.9713%	7.8914%
Mitch Frankel	500,000	957,647	500,000	1,457,647	5.9856%	8.2447%
Nico Choksi		3,123,529		3,123,529	.0000%	17.6672%
Rob Lingstuyt	500,000	1,447,000	500,000	1,947,000	5.9856%	11.0126%
Tyler McGrath	250,000	104,000	250,000	354,000	2.9928%	2.0023%
Vicki Farrar	105,000		105,000	105,000	1.2570%	0.5939%

Options and RSU's issued and outstanding		8,796,058		
Shares available for issuance under the plan		530,394	530,394	3.0000%
Fully diluted shares	8,353,334	9,326,452	17,679,786	100.0000%
Fully Diluted Ownership	47.2479%	52.7521%	100.0000%	
Total Shares Outstanding	8,353,334		8,353,334	100.0000%
Percentage Outstanding	100.0000%		100.0000%	

There are no outstanding shares of capital stock of Epitel (UT), or rights or options to purchase shares of capital stock of Epitel (UT), other than as listed in this Exhibit A and Exhibit B below.

**EXHIBIT B****EPITEL (UT) SAFES**

<b>Safe Holder</b>	<b>Amount</b>	<b>Valuation Cap</b>
MedMountain Ventures I LLC	\$100,000.00	\$4,000,000.00
MedMountain Ventures I LLC	\$10,000.00	\$4,000,000.00
Linda Lehmkuhle	\$20,000.00	\$4,000,000.00
Dinesh Patel	\$25,000.00	\$4,000,000.00
Denali Angels II LLC	\$25,000.00	\$4,000,000.00
Neil Bhalerao	\$25,000.00	\$4,000,000.00
Rob Lingstuyt	\$30,000.00	\$4,000,000.00
Mark Lehmkuhle & Emina Alibegovic	\$10,000.00	\$4,000,000.00
Cameron Rosenhan	\$10,000.00	\$4,000,000.00
Branden Rosenhan	\$10,000.00	\$4,000,000.00
Demeter Capital LLC	\$10,000.00	\$4,000,000.00
Salora LLC	\$20,000.00	\$4,000,000.00
Grant Calder	\$15,000.00	\$4,000,000.00
SLCA Epitel Investors, LLC	\$77,500.00	\$4,000,000.00
Ideaship Fund I LLC	\$100,000.00	\$4,000,000.00 <sup>1</sup>
<b>Total:</b>	<b>\$487,500.00</b>	

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<sup>1</sup> Valuation Cap modified to \$4,000,000 pursuant to Section 3 ("MFN" Amendment Provision) of Ideaship SAFE