

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8396899

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
PATIENTMD, INC.	07/27/2019
RECEIVING PARTY DATA	
Name:	MICHELETTI LAW GROUP, LTD. D/B/A INCUBATE IP
Street Address:	P.O. BOX 3327
City:	GLEN ELLYN
State/Country:	ILLINOIS
Postal Code:	60138
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	62720477
Application Number:	17270097
Application Number:	17896184
Application Number:	62720699
Application Number:	62721096
Application Number:	62727023
Application Number:	62767057
CORRESPONDENCE DATA	
Fax Number:	
<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:	3126005412
Email:	randy@incubateip.com
Correspondent Name:	RANDY R. MICHELETTI / INCUBATE IP
Address Line 1:	P.O. BOX 3327
Address Line 4:	GLEN ELLYN, ILLINOIS 60138
ATTORNEY DOCKET NUMBER:	93641
NAME OF SUBMITTER:	RANDY R. MICHELETTI
SIGNATURE:	/Randy R. Micheletti/
DATE SIGNED:	01/23/2024

Total Attachments: 6

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July 23, 2019

Dr. Christ Pavlatos
PatientMD, Inc.
333 W. North Ave #403
Chicago, IL 60610

Dear Christ:

Thank you for trusting Incubate IP to meet your intellectual property needs. This letter (the "Agreement") confirms the engagement between Incubate IP ("we") and PatientMD, Inc. ("you"), sets forth the nature and scope of the services we will perform for you, the related fee arrangements, and other terms and conditions designed to assure you that our professional services are performed to achieve our mutually agreed upon objectives.

1. Represented Party/Parties

The attorney-client relationship will be only between Incubate IP and PatientMD, Inc., and not between Incubate IP and any of PatientMD, Inc.'s affiliates, owners, partners, investors, colleagues, customers, vendors, collaborators, independent contractors, or agents.

2. Subject Matter

Incubate IP has been retained by you and on your behalf to represent you in connection with seeking patent protection for PatientMD's proprietary digital healthcare technologies. This Agreement does not apply to any other matters unless specifically referenced herein. Upon additional written agreement between you and Incubate IP, Incubate IP may, in its sole discretion, provide additional legal services to you under this Agreement.

Unless otherwise agreed to in advance in writing, we will not pay or docket maintenance fees, annuities, or declarations related to or arising from a patent, trademark or copyright. You will be solely responsible for timely filing of these fees and documents; when the need arises (e.g., upon issuance of a patent), we can assist you in finding a

INTELLECTUAL PROPERTY CONSULTING FOR EMERGING COMPANIES

part of Micheletti Law Group, Ltd.
366 Pembroke Ln. #8
Glen Ellyn, IL 60137

PATENT
REEL: 066215 FRAME: 0579

third-party vendor that can automatically pay maintenance fees and annuities on your behalf.

3. Fees, Expenses, Billing, and Payment

Incubate IP will submit invoices on a monthly basis for each month during which services are rendered in accordance with the scope of our representation.

We have agreed that Incubate IP will perform the following activities on the following fee schedule:

Deliverable	Deadline	Fee Schedule
Combine and file PatientMD's five already-filed US Provisional Patent Applications in a single omnibus International ("PCT") Patent Application	To be filed no later than August 5, 2019	<p>\$[REDACTED] to be paid on the following schedule:</p> <ul style="list-style-type: none"> • \$[REDACTED] at signing of this Engagement Letter Agreement • Balance (\$[REDACTED]) within 30 days of August 5, 2019 (i.e., by September 4, 2019)

For all other authorized work, and unless otherwise agreed to in advance in writing, our fees will be charged in 6-minute intervals (i.e., 0.1-hour intervals). Our current rates are: \$[REDACTED] for attorney time on patent matters, \$[REDACTED] for attorney time on all other matters, \$[REDACTED] for paralegal time, and \$[REDACTED] for administrative tasks. These rates may change from time to time, typically at the beginning of each calendar year. We will notify you of any rate changes before they appear on your invoices.

In addition to the fees for our services, we may advance costs on your behalf, such as search fees, drafting fees, consulting fees, patent office fees, foreign counsel fees, bank fees we incur on your behalf (such as those associated with incoming or outgoing wire transfers), etc. In addition, we may incur expenses related to providing services such as facsimile transmissions, courier and mail services, photocopying, etc. These expenses will be included on invoices at 100 percent of our incurred costs, rather than as a part of our fees, so that only the clients who incur these costs will be charged for them.

Payment on all valid invoices is due within thirty (30) days. Prompt payment is necessary for maintaining a satisfactory account. If bills are not paid when due, we reserve the right to discontinue all services, to charge interest on any unpaid or untimely

paid amounts at a rate of 1.5 percent per month (18 percent per annum) or up to the maximum rate allowable by law (whichever rate is less), to exercise a lien against any property involved in the engagement, and to withdraw from representing you as a client. However, we will not withdraw our representation without providing a notice of our intention, either verbally or by mailing a certified letter to your last known address. Payment may be made by electronic funds transfer or physical check. Payments by credit card will be assessed an additional 5% transaction fee to cover our bank's surcharges.

Incubate IP was formed to deliver exceptional value in our services. Please call us immediately with any questions or concerns you may have regarding our work and our bills. Consistent with Illinois law, we will not charge you for discussing any information included on an invoice. Your signature on this Agreement, you (and we) agree that any disputes between us over the amount of any of our fees will be settled by binding arbitration under the rules of the American Arbitration Association as applied to Illinois. You and we agree to be bound by any decision the arbitration panel may make, and we will make whatever billing adjustments they may deem appropriate. In the event you do not wish to resolve billing disputes in this manner, please cross out this paragraph and initial and date the right margin before signing and returning this letter to us.

4. Reserved

5. Confidentiality

We may send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. Please retain them. We will also keep the information in a file in our office, which will be our file. We will keep all information provided by you in the strictest confidence, and will only disclose such information as authorized by you or as required by law.

5.1. Prospective Consent to Disclosure of Non-Confidential Client Information for Advertising Purposes

From time to time, we may wish to promote your successes on our social media accounts (e.g., LinkedIn, Facebook, Twitter, YouTube, etc.). By signing this Agreement

without initialing this paragraph's "opt out" option, you consent to allow us to celebrate your achievements through our advertising channels without further compensation in any form, and without requiring additional permission from you. We promise to do our best to present your success stories in the best light possible, and not to intentionally disparage you. Consistent with the previous paragraph, we agree to only communicate information that is available to the public through our advertising; this provision shall not be interpreted as consent to disclose your confidential information or as a waiver (partial or whole) of attorney-client privilege. **YOU MAY OPT OUT OF THIS SECTION'S LIMITED PROSPECTIVE CONSENT TO OUR USE OF YOUR NON-CONFIDENTIAL INFORMATION FOR ADVERTISING PURPOSES BY INITIALING HERE: _____.**

6. Termination

Either of us can terminate this relationship at any time for any reason by giving written notice to the other party. Our representation of you will terminate immediately upon the giving of notice by either party, except that, if you are involved in a court proceeding at the time of termination and we are the attorney of record in that court proceeding, our representation will continue until our withdrawal as your attorney will not jeopardize your interests in the proceeding and is approved by the court.

Upon termination by either party for any reason:

- a. You agree to pay our fees through the date of termination calculated at the hourly rate stated above;
- b. You agree to pay expenses incurred through the date of termination;
- c. We will reimburse you for the unused amount of any escrow account; and
- d. Upon request and provided your account is paid in full, we will provide you with the file(s) we maintain on your matter(s), except that we are entitled to photocopy the file contents at your expense prior to delivery of the file(s) to you.

Incubate IP reserves the right to place one or more liens on intellectual property assets for which we have served as attorney of record if an unpaid balance remains on your account at termination. Any such lien(s) shall be released by Incubate IP at no cost to you after your account has been paid in full.

7. Conclusion

We appreciate the opportunity to perform the above services for you. If you have any questions regarding the scope of our services or estimated fees, please contact us. If any of the provisions of the above agreement are somehow held invalid by statute, rule, regulation, decision, or tribunal or otherwise, the remainder of this agreement shall not be affected, and, to such extent, the provisions of this agreement shall be severable. This agreement constitutes the entire agreement between us and can be amended only by a written document/addendum signed by both parties.


Please contact us before signing the letter if any of the information in this letter is not consistent with your understanding of our agreement. Otherwise, please sign this letter and return a scanned copy to me by e-mail at **Randy@IncubateIP.com**.

Sincerely,



Randy R. Micheletti
President, Incubate IP
312-600-5412
Randy@IncubateIP.com

AGREED AND ACCEPTED by **PATIENTMD, INC.:**

By: 

Signature

Printed Name: Christ J Pavlatos

Its: Founder and Chief Executive Officer
Title

Date: 7-27-2019

PatientMD, Inc.
IP Asset List – January 23, 2024

Application No.	Title	Type	Filing Date	Patent No.	Issue Date
62/720,477	Blockchain Coupon provided by Businesses to Patients for a discount service or product	Utility: Provisional	8/21/2018		
17/270,097	SECURE DISPERSED NETWORK FOR IMPROVED COMMUNICATIONS BETWEEN HEALTHCARE INDUSTRY PARTICIPANTS	Utility: National Phase	2/22/2021	11,443,855	9/13/2022
17/896,184	SECURE DISPERSED NETWORK FOR IMPROVED COMMUNICATIONS BETWEEN HEALTHCARE INDUSTRY PARTICIPANTS	Utility: Divisional	8/26/2022		
PCT/US19/47592	SECURE DISPERSED NETWORK FOR IMPROVED COMMUNICATIONS BETWEEN HEALTHCARE INDUSTRY PARTICIPANTS	Utility: PCT	8/21/2019		
62/720,699	Tokenized Health Savings Account (HSA) on the blockchain with tokens managed by smart contracts	Utility: Provisional	8/21/2018		
62/721,096	Clinical Trials and Research conducted with operating models and patient compensated via an auction process	Utility: Provisional	8/22/2018		
62/727,023	"Health mining" refers to patient activities to improve health to earn tokens from businesses	Utility: Provisional	9/5/2018		
62/767,057	Stable healthcare token pegged to the United States Dollar (USD) for purchases and rewards/incentive programs	Utility: Provisional	11/14/2018		