

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI404509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Zewa, Inc.	07/31/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Veridian Healthcare LLC
<b>Street Address:</b>	1175 LAKESIDE DR
<b>City:</b>	GURNEE
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60031
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29208702
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	292764
<b>NAME OF SUBMITTER:</b>	Charise Christianson
<b>SIGNATURE:</b>	Charise Christianson
<b>DATE SIGNED:</b>	08/02/2024
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

This Patent Assignment (this “**Patent Assignment**”) is made as of July 31, 2024, by and among by and between Zewa, Inc., a Florida corporation (the “**Assignor**”) and Veridian Healthcare LLC, an Illinois limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Assignor and Veridian Healthcare Holdings LLC, a Delaware limited liability company (“**Holdings**”) entered into that certain Contribution and Asset Purchase Agreement, dated as of July 31, 2024 (the “**Purchase Agreement**”) pursuant to which Holdings (of which Assignee is an indirect wholly owned subsidiary) purchased certain assets of Assignor;

**WHEREAS**, Assignor owns the patent listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Purchased Patent**”);

**WHEREAS**, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor’s entire right, title and interest in, to and under the Purchased Patent; and

**WHEREAS** Assignee acknowledges that the Purchased Patent is a design patent that, pursuant to Title 35 of the United States Code, Section 173 (the “**Statute**”), has a duration of fourteen years from the date of issuance; and

**WHEREAS** Assignee acknowledges that the Purchased Patent was issued on May 9, 2006, and therefore, pursuant to the Statute, the Patent has expired; and

**WHEREAS**, notwithstanding the expiration of the Purchased Patent as set forth above, Assignee and Assignor desire to record the assignment set forth in this Patent Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Patent Assignment and the representations, warranties, covenants, conditions, agreements and promises contained in the Purchase Agreement, this Patent Assignment and the other ancillary agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors, legal representatives and assigns all right, title and

interest in and to the Purchased Patent, and Assignee hereby purchases and accepts from Assignor the Purchased Patent.


3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the respective patent office or other Governmental Authority in each jurisdiction other than the United States, to record this Patent Assignment.
4. **Purchase Agreement Control.** Notwithstanding any other provision of this Patent Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including, without limitation, the warranties, covenants, agreements, conditions, representations (including, without limitation, provisions as to express and implied representations) or, in general, any of the rights and remedies or any of the obligations of Assignee or any Assignor set forth in the Purchase Agreement or any other ancillary agreement. This Patent Assignment is subject to and governed entirely by the terms and conditions of the Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Purchase Agreement or any other ancillary agreement.
5. **Miscellaneous.**
  - a. **Expenses.** All costs and expenses associated with the conveyance under this Patent Assignment of all right, title and interest of Assignor in and to the Purchased Patent, including, without limitation, costs and expenses associated with the recordation of this Patent Assignment, shall be borne solely by Assignee.
  - b. **Counterparts.** This Patent Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Patent Assignment by facsimile or other electronic transmission (including, without limitation, in portable document format (pdf), as a joint photographic experts group (jpg) file or otherwise) shall be effective as delivery of a manually executed original counterpart of this Patent Assignment.
  - c. **Governing Law.** This Patent Assignment (and any claim or controversy arising out of this Patent Assignment) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Florida.

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**IN WITNESS WHEREOF**, the Parties have each caused this Patent Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

**ZEWA, INC.**

DocuSigned by:  
By:   
Name: Thomas Zeindler  
Title: President

**ASSIGNEE:**

**VERIDIAN HEALTHCARE LLC**

By: \_\_\_\_\_  
Name: Robert Friedberg  
Title: Chief Executive Officer

SIGNATURE PAGE TO PATENT ASSIGNMENT

**PATENT**  
**REEL: 068162 FRAME: 0078**

**IN WITNESS WHEREOF**, the Parties have each caused this Patent Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

**ZEWA, INC.**

By: \_\_\_\_\_

Name: Thomas Zeindler

Title: President

**ASSIGNEE:**

**VERIDIAN HEALTHCARE LLC**

By: \_\_\_\_\_  
Signed by: Robert Friedberg  
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Name: Robert Friedberg

Title: Chief Executive Officer

SIGNATURE PAGE TO PATENT ASSIGNMENT

**PATENT**  
**REEL: 068162 FRAME: 0079**

**SCHEDULE A**  
**PURCHASED PATENT**

<b>Title</b>	<b>Application Number</b>	<b>Issue Date</b>	<b>Status</b>	<b>Country</b>	<b>Patent Number</b>
Blood Pressure Display Monitor	29208702	05/09/2006	Issued and Expired	U.S.	D520638