

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI423616

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	AIDOT Inc.	08/12/2024
RECEIVING PARTY DATA		
Company Name:	AIDOT Inc.	
Street Address:	8609 Westwood Center Dr.	
Internal Address:	#110	
City:	Tysons Corner	
State/Country:	VIRGINIA	
Postal Code:	22182	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	17616336
	Application Number:	17770246
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:	(202)216-9505	
Email:	docketing@steinip.com	
Correspondent Name:	Michael D. Stein	
Address Line 1:	1500 K STREET, N.W.	
Address Line 2:	Suite 200	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005	
ATTORNEY DOCKET NUMBER:	0511.1043	
NAME OF SUBMITTER:	Michael Stein	
SIGNATURE:	Michael Stein	
DATE SIGNED:	08/12/2024	
Total Attachments: 8		
source=2024.08.12 20PP079US License Agreement#page1.tiff		
source=2024.08.12 20PP079US License Agreement#page2.tiff		
source=2024.08.12 20PP079US License Agreement#page3.tiff		

source=2024.08.12 20PP079US License Agreement#page4.tiff
source=2024.08.12 20PP079US License Agreement#page5.tiff
source=2024.08.12 20PP079US License Agreement#page6.tiff
source=2024.08.12 20PP079US License Agreement#page7.tiff
source=2024.08.12 20PP079US License Agreement#page8.tiff

LICENSE AGREEMENT

LICENSE AGREEMENT is entered into as of Aug/12th/2024 between AIDOT Inc. (KR), a corporation organized and existing under the laws of the Republic of Korea (“Korea”) with its principal office located at #1007, 1008, Tower C, SKV1, Beobwon-ro 128, Songpa-gu, Seoul, 05854 Republic of Korea (hereinafter referred to as “LICENSOR”); and AIDOT Inc. (US), a corporation established and existing under the laws of the United States with its principal office located at 8609 Westwood Center Dr.#110, Tysons Corner, VA 22182 (hereinafter referred to as “LICENSEE”).

WITNESSETH :

WHEREAS, LICENSOR now manufactures and sells, in Republic of Korea and elsewhere, a cervical cancer screening AI system, which is composed with hardware and software, named Cerviray A.I. System specified in *SCHEDULE A. Description of Products*; and

WHEREAS, LICENSOR owns certain trademarks, patent rights, and technological information including know-how, skill and experience relating to said Products as hereinafter defined; and

WHEREAS, LICENSEE desires to obtain from LICENSOR the right to use such trademarks, patent rights to use and sell the Products; and LICENSOR is willing to grant such rights and to provide such assistance to LICENSEE all as hereinafter more fully provided,

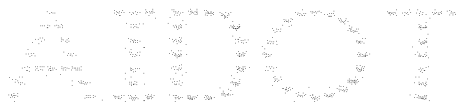
NOW THEREFORE, in consideration of the covenants herein contained, the parties agree as follows;

Section 1. Definitions

For the purpose of this Agreement :

(1)“Products” means the following LICENSOR products :

Type	Item	Name	Application no.	Date of Application	Stage	Remark
US	Cervical cancer	Automatic Cervical Cancer Diagnosis System	17/616,336	2021-12-03	Registration (before getting certifications)	Letter & Registration Decision
US	Cervical cancer	Uterine Cervical Image Acquisition Apparatus	17/770,246	2022-04-19	Registration	Certification



A handwritten signature in black ink, appearing to be 'YSA'.

Section 5. Disclosure Fee and Royalties

- (1) LICENSEE shall pay to LICENSOR a disclosure fee of on twenty six thousand United States Dollars (US\$ 26,000), which shall be paid in cash within seven (7) days after the Effective Date of this Agreement.
- (2) LICENSEE shall also pay to LICENSOR thirty percent (30%) of the total net sales of the Products.
- (3) Payment of the royalties to be made pursuant to Subsection (2) hereof shall be made on the last day of the quarter by calculating every quarter's sales.
- (4) All payments due hereunder shall be made in United States currency at a bank in Republic of Korea to be designated by LICENSOR.

Section 6. Accounting Records

At the time it pays the royalties under Section 5 hereof, LICENSEE will render to LICENSOR a written statement of account regarding LICENSEE's sales of the Products with respect to which royalties shall have accrued during the preceding quarter, including the type of products and amount sold. In addition, LICENSEE will keep records and books of account showing the amount of royalties due to LICENSOR hereunder.

Section 7. Suits for Infringement

In the event that any suit, action or other proceeding shall be brought against LICENSEE involving any claim of patent and other industrial property right infringement based upon LICENSEE's permitted use hereunder of the Trademarks, Patent Rights, or Proprietary Information, LICENSOR shall at its own expense take charge of the defense of any such claim and of the settlement thereof through counsel of its own choice, but if LICENSOR fails to defend any such claim, LICENSEE may do so at LICENSOR's expense. LICENSEE will notify LICENSOR promptly in the event that any such suit, action or other proceeding shall be threatened or instituted against LICENSEE and shall send to LICENSOR all the documents or the copies thereof related to such suit, action or other proceeding. LICENSEE is hereby permitted to sue any third party who infringes the Trademarks, Patent Rights, or Proprietary Information within the Territory.

Section 8. Warranty on Proprietary Information

- (1) LICENSOR warrants that the proprietary Information furnished to LICENSEE pursuant to this Agreement is at least equal to that used by LICENSOR to sell products in the United States.

Section 9. Exclusive Use of Trademark in Territory.

LICENSOR shall not permit or license others in the Territory to use the Trademarks with respect to the products whether manufactured by LICENSEE or not.

Section 10. Effective Date and Term

- (1) This Agreement shall take effect as of the Effective Date hereof.
- (2) Unless sooner terminated as hereinafter provided, this Agreement shall enter into full force and effect on the

ADOT


PATENT

REEL: 068252 FRAME: 0885

Effective Date hereof and shall remain in full force and effect for a period of [five years from the Effective Date, after which it shall terminate. This Agreement may, however, be renewed, subject to any necessary government approval, by mutual agreement of the parties hereto for an additional period of [three years].

Section 11. Termination

- (1) At any time if either party to this Agreement shall have defaulted in the performance of its obligations hereunder, the other party may give written notice of such default and such default shall continue, without remedy, for a period of [ninety(90) days] after such notice, the party who has so given notice of default may thereupon terminate this Agreement forthwith by giving to the other party hereto written notice of termination.
- (2) This Agreement shall terminate forthwith without notice when any of following events occurs to either party:
 - (i) bankruptcy or insolvency; (ii) the filing of a petition therefor; (iii) the making of an assignment for the benefit of creditors; (iv) the appointment of a receiver over any of its assets which appointment shall not be vacated in [sixty(60) days] thereafter, or (v) the filing of any other petition based upon the alleged bankruptcy or insolvency which shall not be dismissed within [ninety (90) days] thereafter.

Section 12. Effect of Termination

- (1) Upon termination of this Agreement for any reason, LICENSEE shall not make any use of any trade name or trademarks owned by or associated with LICENSOR.
- (2) Upon termination of this Agreement for breach by LICENSEE of this Agreement, LICENSEE shall also make no further use of any of the Proprietary Information or Patent Rights licensed hereunder.

Section 13. Arbitration

All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration in Delaware, United States, in accordance with the Rules of Arbitration of the American Arbitration Association("AAA"). The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned.

Section 14. Governing Law

This Agreement shall construed in accordance with, and all the rights, powers and liabilities of the parties hereunder shall be governed by the laws of the Delaware in United States.

Section 15. Notice

Any notice given by either party hereto to the other party shall be deemed to have been sufficiently given by mailing thereof by registered airmail or by the sending thereof by cable, telex or facsimile confirmed by registered airmail to the last known address of such other party. If a party changes its address, notice thereof must be given to the other party.



Section 16. Assignment and Succession

- (1) This Agreement shall not, without the prior written consent of the other party, be assigned by either party, whether in whole or in part.
- (2) This Agreement shall be binding upon and inure to the benefit of either party and its successors and assignees.

Section 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, all prior representations having been merged herein, and may not be modified except by a writing signed by a duly authorized representative of both parties.

Section 18. Miscellaneous

- (1) In the event any terms or provisions of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions hereof; in such event, this Agreement shall be interpreted and construed as if such term or provision, to the extent same shall have been held invalid, illegal or unenforceable, had never been contained herein.
- (2) The failure of either party hereto to insist upon a strict performance of any of the terms and provisions herein shall not operate as a waiver of any subsequent or future breach of such terms and provisions.
- (3) LICENSOR or LICENSEE shall not be liable for non-observance or non-performance of any of the covenants or agreements herein entered into resulting from or caused by labor disputes, riots or civil commotion, fire, war, the elements, embargoes, failure of carriers, inability to obtain material, inability to obtain transportation facilities, acts of God or acts of enemies of the State, compliance with any law, regulation or other governmental command, whether or not valid, or other cause beyond the control of either party whether or not similar to the foregoing.
- (4) The parties hereto shall act in all matters pertaining to this Agreement as independent contractors and nothing contained herein shall constitute either party as the agent of the other.
- (5) LICENSOR agrees that no other licensee of the Trademarks, Patent Rights, or Proprietary Information for the sales and marketing of the Products has been or will be offered more favorable terms.
- (6) During the period of this contract, any parts that require modification or are not defined in relation to the contract shall be discussed mutually and amended after getting written consent from between both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized representatives.



AIDOT Inc. (KR)

Date: 12 AUG. 2024


Signature: 

Name: JAZHOON JEONG

Title: CEO

AIDOT Inc. (US)

Date: 12 AUG. 2024

Signature: 

Name: Michael Jeong

Title: president

AIDOT



SCHEDULE A Description of Products

Product Name: Cerviray (Trademark: Cerviray)

- (a) Hardware (Model name: CDC-C02): Cerviray hardware is a device (a camera for colposcopy) designed to permit direct viewing of the tissues of the vagina and cervix by a camera sensor located outside the vagina. It is intended for photographing the tissues of the vagina, cervix, and external genital genitalia to assist doctors to diagnose abnormalities such as lesions and cancer and selecting biopsy sites

Specification	Technical Data
Display	5*720*1280 IPS LCD + Touch Screen
Image Sensor	1/2.8 8.29 Mega-pixel CMOS Image Sensor
Zoom	Optical 3X – 5X
Focus	Auto + Manual
F No	F3.2 – F3.7
Effective Image Circle Diameter	5.92mm
Distance Sensor	TOF
CPU	Dual-Core ARM cortex-A7 CPU
RAM	DDR3 2G RAM

- (b) Software (Model name: Cerviray A.I.): Cerviray software analyses video recorded by Digital colposcopy which is connected to medical imaging diagnostic assistance software and provides its result to medical personnel. This software lies in the evaluation of uterine cervix video images (camera video) of the patient by machine-learned A.I. server and supporting medical specialists in diagnosing cervical cancer.

Platform	Specifications	Notes
OS	Window vista SP2 or later Android 8.0 or later	Compatible with both PCs and tablets
.Net framework	4.0 or later	
CPU	Intel Dual Core or higher	
Memory	1GB or more	
Storage	1GB or more	
Resolution	PC version: Variable Type Android version : 1920 X 1200	
AI framework	Tensor flow	
AI Network	CerviAID	Self-developed AI specialized for cervical cancer - Sensitivity : 93% - Specificity : 89%

A I D O T



SCHEDULE B

DESCRIPTION OF TRADEMARKS

Country	Name	Application no.	Application date	Registration No.	Registration date
US	Cerviray	1 611 586	2021-08-02	7209294	2023-11-07



PATENT