

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI448889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2023
CONVEYING PARTY DATA	
Name	Execution Date
Ablacon Inc.	12/31/2023
RECEIVING PARTY DATA	
Company Name:	CORTEX, INC.
Street Address:	650 Live Oak Avenue
Internal Address:	Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	10143374
Patent Number:	10201277
Patent Number:	10888391
Patent Number:	10888236
Patent Number:	10813590
Patent Number:	10820800
Patent Number:	11471114
Patent Number:	10806343
Patent Number:	10980418
Patent Number:	11291395
Patent Number:	11523762
Patent Number:	11389102
Patent Number:	11672465
Patent Number:	11484239
Patent Number:	11839445
Application Number:	17331576
Application Number:	17499807
Application Number:	17571496

Property Type	Number
Application Number:	17685192
Application Number:	17831249
Application Number:	17863246
Application Number:	18125630
Application Number:	18388796
Application Number:	18427790
Application Number:	18511832
Application Number:	63668092

CORRESPONDENCE DATA

Fax Number: 6175354000
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: 6175354000
Email: bmcauliffe@mwe.com
Correspondent Name: McDermott Will & Emery LLP
Address Line 1: 200 Clarendon Street
Address Line 2: 58th floor
Address Line 4: Boston, MASSACHUSETTS 02116-5021

ATTORNEY DOCKET NUMBER:	108422
NAME OF SUBMITTER:	Bridget McAuliffe
SIGNATURE:	Bridget McAuliffe
DATE SIGNED:	08/23/2024

Total Attachments: 4
source=108422_Merger#page1.tiff
source=108422_Merger#page2.tiff
source=108422_Merger#page3.tiff
source=108422_Merger#page4.tiff

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is made and entered into as of December 31st, 2023, by and among Cortex, Inc., a Delaware corporation (the “**Surviving Corporation**”), and certain wholly owned direct or indirect subsidiaries of the Surviving Corporation listed on **Exhibit A** (the “**Subsidiaries**” and collectively with the Surviving Corporation, the “**Parties**”).

WHEREAS, this agreement, and the consummation of the merger of the Subsidiaries with and into the Surviving Corporation (the “**Merger**”), has been approved by the governing body of each of the Parties.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. THE MERGER

1.1 The Merger. Pursuant to the provisions of the General Corporation Law of the State of Delaware (the “**DGCL**”) and the Delaware Limited Liability Company Act (the “**LLC Act**”), and subject to the terms and conditions set forth herein, effective upon the filing (the “**Effective Time**”) of a certificate of merger with the Secretary of State of the State of Delaware, in the form required by the DGCL (the “**Certificate**”), each of the Subsidiaries shall be merged with and into the Surviving Corporation, whereupon the separate existence of each of the Subsidiaries shall cease, and the Surviving Corporation shall continue as the surviving entity of the Merger.

1.2 Filing of the Certificate. The Certificate shall be executed and filed in accordance with the DGCL.

2. EFFECT OF THE MERGER

2.1 Surviving Corporation. From and after the Effective Time, all of the rights, privileges and powers of the Subsidiaries, and all property, real, personal and mixed, and all debts due to the Subsidiaries, as well as all other things and causes of action belonging to the Subsidiaries, shall be vested in the Surviving Corporation, and shall thereafter be the property of the Surviving Corporation as they were of the Subsidiaries, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in the Subsidiaries, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the Subsidiaries shall be preserved unimpaired, and all debts, liabilities and duties of the Subsidiaries 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 the Surviving Corporation.

2.2 Cancellation of Stock and Interests in Subsidiaries. At the Effective Time, by virtue of the Merger and without any further action on the part of any of the Parties, (i) all limited liability company interests and all capital stock, as applicable, in each of the Subsidiaries issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and shall cease to exist and (ii) all capital stock of the Surviving Corporation immediately prior to the Effective Time shall continue as all capital stock of the Surviving Corporation after the Effective Time.

2.3 Certificate of Incorporation and Bylaws. The certificate of incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, will continue in full force and effect as the certificate of incorporation of the Surviving Corporation after the Effective Time, until amended in

accordance therewith and the DGCL. The bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, will continue in full force and effect as the bylaws of the Surviving Corporation after the Effective Time, until amended in accordance therewith and the DGCL.

2.4 Directors and Officers. Each director and officer of the Surviving Corporation in office immediately prior to the Effective Time shall, from and after the Effective Time, remain in office until their respective successors are duly elected or appointed and qualified.

3. MISCELLANEOUS

3.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

3.2 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument.

3.3 Amendment; Termination. At any time prior to the Effective Time, this Agreement may be supplemented, amended, modified or terminated by the Surviving Corporation, without the consent or approval of any other Party.

3.4 Complete Agreement. This Agreement contains the complete agreement between the Parties with respect to the Merger and supersedes all prior agreements and undertakings relating thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this agreement as of the date first written above.

CORTEX, INC.

By: _____
Name: Doug Koo
Title: Chief Financial Officer

DocuSigned by:
Doug Koo
0D4B8C261A0746A...

ABLACON INC.

By: _____
Name: Doug Koo
Title: Chief Financial Officer

DocuSigned by:
Doug Koo
0D4B8C261A0746A...

PFIX SUB LLC

By: _____
Name: Doug Koo
Title: Chief Financial Officer

DocuSigned by:
Doug Koo
0D4B8C261A0746A...

Exhibit A

Subsidiaries

	<u>Subsidiary</u>	<u>State</u>
1.	Ablacon Inc.	Delaware
2.	PFiX Sub LLC	Delaware