

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI666982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PARTO, Inc.	10/12/2021
RECEIVING PARTY DATA	
Company Name:	LUMO IMAGING LLC
Street Address:	10801 Pleasant Hill Dr. , MD 20854
City:	Potomac
State/Country:	MARYLAND
Postal Code:	20854
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10880488
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:	(240)477-6361
Email:	michaelrazavi.ipconsulting@gmail.com
Correspondent Name:	Mr. Michael Razavi
Address Line 1:	15122 Rollin Mead Drive
Address Line 4:	North Potomac, MARYLAND 20878
NAME OF SUBMITTER:	Michael Razavi
SIGNATURE:	Michael Razavi
DATE SIGNED:	12/02/2024
Total Attachments: 9	
source=Parto_Sale_Term_Sheet#page1.tiff	
source=Parto_Sale_Term_Sheet#page2.tiff	
source=Parto_Sale_Term_Sheet#page3.tiff	
source=SIGNEDASSIGNMENT#page1.tiff	
source=Stock_Certificate_Bahar#page1.tiff	
source=Stock_Certificate_Craig#page1.tiff	
source=Stock_Certificate_David#page1.tiff	

source=Stock_Certificate_Eliot#page1.tiff
source=Stock_Certificate_Rauni#page1.tiff

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EXHIBIT I

Term Sheet

All shareholders (sellers) of Parto (including Mr. Davood Tashayyod) agree to sell the entirety of their shares in stock in Parto to Lumo Imaging LLC (buyer) according to the following terms. Lumo will take over Parto in its entirety including the positions of board of directors, CEO and president and Lumo shall be responsible for all liabilities of Parto with exception of those outlined in the following terms. None of the shareholders (other than Mr. Davood Tashayyod) will have any roles in the company and will, in fact, not be associated with Parto once this agreement is executed.

Definitions

Tangible asset group 1 is defined to encompass all the parts and equipment that were formerly in the Rockville Parto office

Tangible asset group 2 shall encompass all the parts of the system that were formerly at the Medical Examiner of Maryland's office except for Parto's computer that was used in the Medical Examiner of Maryland's system.

Tangible asset group 3 consists of the single computer that used to be installed in the Medical Examiner of Maryland's office

Intangible asset group shall include all intangible items such as Good Will, IP (e.g. Patents, Patent Applications, knowhow) and so on.

Terms

- The sellers shall give up all their claims against Parto and against all other current shareholders of Parto for matters related to Parto. David Fowler and Eliot Siegel shall sign over their convertible notes to Lumo as satisfied
- The sellers shall jointly, and severally indemnify the buyer against all non-disclosed liens and liabilities. The sellers shall further indemnify the buyer against incurred legal fees in excess of \$4,000 and against incurred tax liabilities in excess of \$3000,
- The sellers shall guarantee that the tangible asset group 2 that is currently in possession of Mr. Rauni Lindross to be in reasonable repair and the tangible asset group 3 that is currently in possession of Dr. Eliot Siegel to be in good repair,
- The sellers shall provide buyer's representative (Mr. Davood Tashayyod) a record of all relevant correspondences (actual emails or reports of oral conversations) with state and federal authorities, and their attorneys relevant to tax and corporate matters so that buyer can easily wind down Parto when it becomes necessary. This obligation shall continue until such time that Parto is completely wound down,
- The sellers shall hold in confidence all proprietary information about Parto, including but not limited to Parto-related documents, minutes, discussions, Parto's operational information as well as the internal and external interactions and within and with third parties.
- The buyer's representative (Mr. Davood Tashayyod) shall pick up the tangible assets group 3 at the curbside in front of Dr. Eliot Siegel's office and tangible assets group 2 at the

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curbside in front of Rauni's house and will deliver one \$5,000 check to Mr. Rauni Lindross for disbursement to shareholders but no checks for Mr. Davood Tashayyod. Except if:

1. the Tangible Assets group 2 is found not to be in reasonable repair as agreed by Mr. Davood Tashayyod and Dr. Eliot Siegel. In that case, the Buyer will not have an obligation to pay the \$5000 but the rest of the agreement will stay in full force. Should Mr. Davood Tashayyod and Dr. Eliot Siegel not agree on the reasonableness of the state of repair of those parts, the entire agreement will be voided,
2. If some of the items in Tangible Assets group 2 are found to not be in reasonable repair by Mr. Davood Tashayyod, then Mr. Tashayyod may decide to take possession of the parts in good repair and, in that case, the Buyer will be obligated to pay the \$5000 and the rest of the agreement will stay in full force.

This term sheet will serve as a binding agreement upon signature by all shareholders.

Seller/Share holder 1 name: Bahar Dasgeb

Seller/Shareholder 1 Signature: 
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Date: 8/8/2021

Seller/Share holder 2 name: Craig Hughes

Seller/Shareholder 2 Signature: 
5A8BD1F1565249D...

Date: 8/8/2021

Seller/Share holder 3 name: David Fowler

Seller/Shareholder 3 Signature: 
2D8E7526A0AE499...

Date: 8/10/2021

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Seller/Share holder 4 name: Eliot Siegel

Seller/Shareholder 4 Signature: DocuSigned by:
Eliot Siegel
FDE57F07DB444E1...

Date: 8/8/2021

Seller/Shareholder 5 name: rauni lindross

Seller/Shareholder 5 Signature: DocuSigned by:
rauni lindross
937A186A3BB4464...

Date: 8/8/2021

Buyer/Shareholder name: Davood Tashayyod

Buyer/Shareholder Signature: DocuSigned by:
Davood Tashayyod
0A9B07A167A44E9...

Date: 8/6/2021

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re PATENT of Davood Tashayyod, et. al.

Patent number: 10,880,488

Serial No: 16/264300

Filed: 01/31/2019

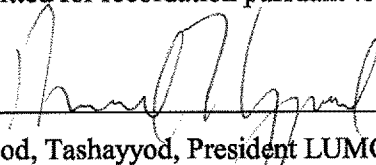
For: Rapid real-time large depth of field, whole body, multi-spectral optical imaging for skin surveillance and photography

Examiner: Truong

Sir:

ASSIGNMENT BY DECLARATION

I, Davood Tashayyod, owner and President of LUMO Imaging LLC (LUMO) hereby assign all ownership rights of the above mentioned patent (US 10,880,488) from current assignee (the now defunct) PARTO, Inc. to LUMO. The attached documentary evidence shows the transfer of all of PARTO's assets to LUMO. Mr. Tashayyod is the buyer of PARTO as indicated on the documents, and is the current owner and president of LUMO. The documentary evidence of the chain of title from the original owner (PARTO) to the assignee (LUMO) concurrently is being submitted for recordation pursuant to § 3.11.



Davood, Tashayyod, President LUMO Imaging LLC

12/2/2024
Date

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: 000001

Shares: 25000

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
PARTO INC

This certifies that Bahar Dasgheb owns 25000 shares of \$0.001 par value common stock in Parto Inc, a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a PARTO INC. COMMON STOCK PURCHASE AGREEMENT dated November 25, 2017, as may be amended from time to time, a copy of which is on file in the office of the Secretary of Parto Inc, and any sale, transfer, or assignment must be in compliance with said agreement.

In witness of the above, the corporation has caused this certificate to be signed by its President, Davood Tashayyod and to be sealed with the seal of the corporation on December 19, 2019.

DocuSigned by:

Davood Tashayyod

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Davood Tashayyod, President [seal]

Transfer Section

For value received, I, Bahar Dasgheb transfer to Parto Inc. the shares represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the corporation. Transfer restrictions, if any, are shown above.

Dated this 12th day of October, 2021.

DocuSigned by:

Bahar Dasgheb

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Bahar Dasgheb

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: 000004


Shares: 6000

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
PARTO INC

This certifies that Craig Hughes owns 6000 shares of \$0.001 par value common stock in Parto Inc, a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a PARTO INC. COMMON STOCK PURCHASE AGREEMENT dated November 25, 2017, as may be amended from time to time, a copy of which is on file in the office of the Secretary of Parto Inc, and any sale, transfer, or assignment must be in compliance with said agreement.

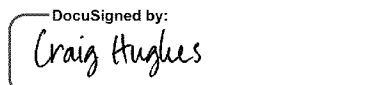
In witness of the above, the corporation has caused this certificate to be signed by its President, Davood Tashayyod and to be sealed with the seal of the corporation on December 19, 2019.

DocuSigned by:

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Davood Tashayyod, President [seal]

Transfer Section

For value received, I, Craig Hughes transfer to Parto Inc. the shares represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the corporation. Transfer restrictions, if any, are shown above.

Dated this 28 day of September, 2011.

DocuSigned by:

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Craig Hughes

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: 000003

Shares:6000

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
PARTO INC

This certifies that David Fowler owns 6000 shares of \$0.001 par value common stock in Parto Inc, a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a PARTO INC. COMMON STOCK PURCHASE AGREEMENT dated November 25, 2017, as may be amended from time to time, a copy of which is on file in the office of the Secretary of Parto Inc, and any sale, transfer, or assignment must be in compliance with said agreement.

In witness of the above, the corporation has caused this certificate to be signed by its President, Davood Tashayyod and to be sealed with the seal of the corporation on December 19, 2019.

DocuSigned by:

Davood Tashayyod

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Davood Tashayyod, President [seal]

Transfer Section

For value received, I, David Fowler transfer to Parto Inc. the shares represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the corporation. Transfer restrictions, if any, are shown above.

Dated this 30 day of September, 2011.

DocuSigned by:

David Fowler

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David Fowler

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: 000002

Shares: 6000

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
PARTO INC

This certifies that Eliot Siegel owns 6000 shares of \$0.001 par value common stock in Parto Inc, a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a PARTO INC. COMMON STOCK PURCHASE AGREEMENT dated November 25, 2017, as may be amended from time to time, a copy of which is on file in the office of the Secretary of Parto Inc, and any sale, transfer, or assignment must be in compliance with said agreement.

In witness of the above, the corporation has caused this certificate to be signed by its President, Davood Tashayyod and to be sealed with the seal of the corporation on December 19, 2019.

DocuSigned by:

Davood Tashayyod

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Davood Tashayyod, President [seal]

Transfer Section

For value received, I, Eliot Siegel transfer to Parto Inc. the shares represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the corporation. Transfer restrictions, if any, are shown above.

Dated this 29 day of October, 2021.

DocuSigned by:

Eliot Siegel

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Eliot Siegel

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The shares represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the shares represented by this certificate is subject to the restrictions in the corporation's bylaws.

Certificate Number: 000005

Shares:6000

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
PARTO INC

This certifies that Rauni Lindross owns 6000 shares of \$0.001 par value common stock in Parto Inc, a Delaware corporation, transferable only on the books of the corporation by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

The transfer of this stock is restricted pursuant to the provisions of a PARTO INC. COMMON STOCK PURCHASE AGREEMENT dated November 25, 2017, as may be amended from time to time, a copy of which is on file in the office of the Secretary of Parto Inc, and any sale, transfer, or assignment must be in compliance with said agreement.

In witness of the above, the corporation has caused this certificate to be signed by its President, Davood Tashayyod and to be sealed with the seal of the corporation on December 19, 2019.

DocuSigned by:

Davood Tashayyod

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Davood Tashayyod, President [seal]

Transfer Section

For value received, I, Rauni Lindross transfer to Parto Inc. the shares represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the corporation. Transfer restrictions, if any, are shown above.

Dated this 7 day of october, 2021.

DocuSigned by:

rauni lindross

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Rauni Lindross