

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI736021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HALO WEARABLES, LLC	02/15/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	JRE STAR INVESTMENT HOLDINGS, LLC
<b>Street Address:</b>	11 Condie Circle
<b>City:</b>	Farmington
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84025
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10617357
Patent Number:	10898075
Patent Number:	10885759
Patent Number:	11540751
Patent Number:	11540752
Patent Number:	11766221
Patent Number:	11412962
Patent Number:	11717232
Patent Number:	10463273
Patent Number:	11395603
Patent Number:	10307101
Application Number:	16810253
Application Number:	17157475
Application Number:	17157478
Application Number:	16829840
Application Number:	16365298
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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:** 8015321500  
**Email:** patent@rqn.com,whicks@rqn.com  
**Correspondent Name:** Thomas L. Lingard  
**Address Line 1:** Ray Quinney & Nebeker  
**Address Line 2:** 36 South State Street, Suite 1400  
**Address Line 4:** Salt Lake City, UTAH 84111

<b>ATTORNEY DOCKET NUMBER:</b>	55637 (HW to JRE)
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<b>NAME OF SUBMITTER:</b>	Wendy Hicks
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<b>SIGNATURE:</b>	Wendy Hicks
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<b>DATE SIGNED:</b>	01/07/2025
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**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 15, 2024, is made by and entered into by and between Halo Wearables, LLC, a limited liability company organized under the laws of the State of Delaware (“**Seller**”), and JRE Star Investment Holdings, LLC, a Utah corporation (“**Buyer**”).

WHEREAS, Buyer is the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement between Buyer and Sellers dated as of February 15, 2024 (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment.

NOW THEREFORE, Sellers hereby agree as follows:

Definitions: The following terms have the following meanings:

“**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, or director of such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Asset Purchase Agreement**” has the meaning set forth in the preamble.

“**Assigned IP**” has the meaning set forth below.

“**Business**” means the business in which Sellers are engaged, which is providing wearable technologies (the “Business”).

“**Buyer**” has the meaning set forth in the preamble.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“**Intellectual Property**” means any and all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, identifiers, slogans, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations, applications for registration, common-law rights and other rights relating to such trademarks and other proprietary indicia, regardless of whether

they are pending or abandoned, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarked, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) images, text, web designs, code, scripts, programs, graphics, forms, tables, indexes, style sheets, webpages, audio elements, visual elements, and other content, information, or material that is (or has been) displayed on, published on, posted on, or otherwise used with any of the aforementioned internet domain names; (d) social media accounts, handles, posts, channels, and other social media information, content, and materials; (e) literary works, texts, musical works, lyrics, dramatic works, pantomimes, choreographic works, pictorial works, graphic works, sculptural works, motion pictures, visual works, audiovisual works, sound recordings, architectural works, software code, software applications, and other original works of authorship in any medium of expression or format (whether or not published, copyrighted or copyrightable), all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (f) confidential information, formulas, designs, ideas, models, flowcharts, notes, source code, object code, applications, programs, test results, notebooks, sketches, devices, technology, know-how, research and development, inventions, methods, processes, compositions, trade secrets and any information, data or materials that may reasonably be deemed to be proprietary or confidential to a party, whether or not patentable or otherwise protectable; (g) patented and patentable designs and inventions, all design, plant and utility patents, letters patents, utility models, Patent Cooperation Treaty applications, pending and abandoned patent applications, non-provisional applications, provisional applications and all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, revivals, reexaminations and renewals of such patents and applications; (h) rights of publicity, rights of privacy and any other proprietary rights; and (i) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

**“Intellectual Property Assets”** means any and all Intellectual Property that is owned (or purportedly owned) by (or otherwise licensed to (or possessed by) and assignable by any Sellers, that is referenced below, including, without limitation:

All patents/patent applications owned or otherwise controlled by such Sellers, including, without limitation, as set forth in Exhibit A;

Where applicable, all royalties, fees, commissions, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to such Intellectual Property;

Any and all Intellectual Property related to the assets set forth in Exhibit A;

All claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; and

Any and all Intellectual Property Licenses related to the Exhibit A assets.

**“Intellectual Property Licenses”** means all licenses, sublicenses, and other agreements by or through which other Persons, including any of Sellers’ Affiliates, grant such Sellers the exclusive or non-exclusive rights, licenses, waivers, or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business that includes the Intellectual Property Assets as currently conducted.

**“IP Assignment”** has the meaning set forth in the preamble.

**“Sellers”** has the meanings set forth in the preamble.

**“Permitted Encumbrances”** means imperfections of title or Encumbrances, if any, which are not, individually or in the aggregate, material to the Assigned IP.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

Assignment. In consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, assign, agree to assign (for any currently unfiled Intellectual Property Assets), transfer, convey, and deliver to Buyer, free and clear of any Encumbrances all of Sellers’ right, title, and interest in, to, and under all of such Sellers’ assets, properties, and rights of every kind and nature, including, but not limited to, the right of priority in the Intellectual Property Assets, whether intangible (including goodwill) or otherwise, whether now existing, or hereafter acquired or created (including, but not limited to, future filed Intellectual Property Assets claiming the right of priority) all of such Sellers’ Intellectual Property Assets (collectively and individually, the **“Assigned IP”**), including, without limitation:

All rights of any kind whatsoever of such Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

Any and all Intellectual Property relating to the foregoing.

Recordation and Further Actions. Sellers shall authorize the Commissioner for Patents and any other governmental officials to record and register this IP Assignment (or any document confirming one or more assignments set forth herein) upon request by Buyer. Following the date hereof, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery

of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, files, registrations, or other documents, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any direct conflict between the terms of the Asset Purchase Agreement and the terms hereof, the terms of this IP Assignment shall govern.

Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of Sellers and Buyer and their respective successors and assigns.


Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Each party hereto hereby (i) agrees that any suit, action or other legal proceeding arising under this Agreement shall be brought exclusively in the courts of record of the State of Utah or the courts of the United States located in the State of Utah, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding, (iii) waives any objection to the laying of venue of any such suit, action or proceeding in any of such courts, and (iv) agrees that the State of Utah is the most convenient forum for litigation in any such suit, action or proceeding.

*[SIGNATURE PAGE FOLLOWS]*


IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

Seller

Halo Wearables, LLC

By:   
Fred Calero (Feb 15, 2024 20:13 EST)  
Name: Fred Calero  
Its: CEO

JRE Star Investment Holdings, LLC

By:   
Jared Starling (Feb 16, 2024 13:31 MST)  
Name: Jared Starling  
Its: CEO

## **EXHIBIT A**

**THE ASSIGNED PATENTS AND PATENT APPLICATIONS INCLUDE, BUT ARE NOT LIMITED TO:**

**I. Patents:**

Any and all rights that Sellers may have in issued patents listed below:

No.	Patent #	Title
1	10,463,273	Hydration Monitoring Apparatus
2	10,314,547	CALIBRATION OF A WEARABLE MEDICAL DEVICE
3	10,617,357	SWAPPABLE WEARABLE DEVICE
4	10,898,075	WEARABLE STRESS-TESTING DEVICE
5	10,154,460	Power Management for Wearable Devices
6	10,806,398	POWER MANAGEMENT FOR WEARABLE DEVICES
7	10,368,744	BASELINING USER PROFILES FROM PORTABLE DEVICE INFORMATION
8	10,537,245	MEASUREMENT CORRELATION AND INFORMATION TRACKING FOR A PORTABLE DEVICE
9	10,307,101	OPTICAL SENSOR FOR A WEARABLE DEVICE
10	10,485,475	PHYSICAL STRUCTURE OF WEARABLE DEVICE
11	10,980,491	TREND ANALYSIS FOR HYDRATION MONITORING
12	10,993,657	WEARABLE HYDRATION MONITOR SENSORS
13	11,100,767	GROUP MANAGEMENT FOR ELECTRONIC DEVICES
14	10,885,759	ALERT LEVELS FOR A WEARABLE DEVICE
15	7,796,013	Device using histological and physiological biometric marker for authentication and activation
16	8,049,597	Systems and methods for securely monitoring an individual
17	9,584,496	Systems and methods for securely monitoring an individual
18	10,320,767	SYSTEMS AND METHODS FOR SECURELY MONITORING AN INDIVIDUAL



19	7,133,792	Method and apparatus for calibration over time of histological and physiological biometric markers for authentication
20	6,483,929	Method and apparatus for histological and physiological biometric operation and authentication
21	7,441,123	Method and apparatus for characterizing and estimating the parameters of histological and physiological biometric markers for authentication
22	7,536,557	Method for biometric authentication through layering biometric traits
23	7,948,361	Obtaining biometric identification using a direct electrical contact
24	8,150,108	Systems and methods of identification based on biometric parameters
25	9,082,048	Identification in view of biometric parameters
26	9,949,675	Noninvasive blood measurement platform
27	11,412,980	OPTICAL SENSOR FOR WEARABLE DEVICES
28	10,554,648	CALIBRATION OF A WEARABLE MEDICAL DEVICE
29	10,911,427	RECONFIGURATION OF A WEARABLE MEDICAL DEVICE
30	11,614,438	Integrated glucose measuring system )
31	11,395,603	Hydration Monitoring Apparatus
32	10,786,206	CALIBRATION OF A WEARABLE MEDICAL DEVICE
33	11,076,811	CALIBRATION OF A WEARABLE MEDICAL DEVICE (Tula.302CON)
34	11,707,232	CALIBRATION OF A WEARABLE MEDICAL DEVICE
35	11,412,980	OPTICAL SENSOR FOR WEARABLE DEVICES

36	11,389,112	PHYSICAL STRUCTURE OF WEARABLE DEVICE
37	11,109,805	POWER MANAGEMENT FOR WEARABLE DEVICES
38	11,857,337	POWER MANAGEMENT FOR WEARABLE DEVICES
39	11,887,467	GROUP MANAGEMENT FOR ELECTRONIC DEVICES
40	11,545,015	ALERT LEVELS FOR A WEARABLE DEVICE
41	11,857,297	SYSTEMS, APPARATUSES, AND METHODS FOR ENSURING CONSTANT PRESSURE OF A PHYSIOLOGICAL SENSOR AGAINST A SUBJECT
42	11,890,083	SYSTEMS, APPARATUSES, AND METHODS FOR MAINTAINING CONSTANT PRESSURE OF A PHYSIOLOGICAL SENSOR AGAINST A SUBJECT
43	11,540,751	DEVICE NETWORKS FOR CHRONIC HEALTH CONDITION MANAGEMENT
44	11,540,752	DEVICES, SYSTEMS, AND METHODS FOR INDIVIDUALIZED CHRONIC HEALTH CONDITION MANAGEMENT
45	11,766,221	DEVICES, SYSTEMS, AND METHODS FOR MEASUREMENT VALIDATION FOR CHRONIC HEALTH CONDITION MANAGEMENT
46	11,412,962	DEVICES, SYSTEMS, AND METHODS FOR IDENTIFYING IMPROVING HEALTH FOR CHRONIC HEALTH CONDITION MANAGEMENT
47	11,717,232	DEVICES, SYSTEMS, AND METHODS FOR PREDICTIVE ANALYTICS FOR CHRONIC HEALTH CONDITION MANAGEMENT
48	11,630,316	Miniaturized Collimators
49	11,471,078	Miniaturized Spectrometers for Wearable Devices

50	11,589,764	Methods and Devices for Aligning Miniaturized Spectrometers and Impedance Sensors in Wearable Devices
51	11,877,845	Miniaturized Spectrometers on Transparent Substrates
52	11,701,023	Miniaturized Impedance Sensors for Wearable Devices
53	11,771,334	Methods and Devices for Aligning Miniaturized Impedance Sensors in Wearable Devices
54	11,883,146	Methods and Devices for Selecting Miniaturized Impedance Electrodes of Miniaturized Impedance Sensors
55	11,284,809	Impedance Sensors for Detecting Heart Wave Forms
56	10,745,272	MICROSCALE METALLIC CNT TEMPLATED DEVICES AND RELATED METHODS
57	10,899,609	MICROSCALE METALLIC CNT TEMPLATED DEVICES AND RELATED METHODS
58	11,542,156	MICROSCALE METALLIC CNT TEMPLATED DEVICES AND RELATED METHODS
59	11,885,011	INFILTRATING CARBON NANOTUBES WITH CARBON TO PREVENT DELAMINATION FROM A SUBSTRATE
60	11,766,196	DEVICES, SYSTEMS, AND METHODS FOR HANDLING NOISE IN NON-INVASIVE BIOLOGICAL INTERROGATION TECHNIQUES

## II. Patent Applications:

No.	Patent Application #	Title
1	16/365,191	ELECTRODE PADS FOR BIO-IMPEDANCE
2	17/031,784	ELECTRODE PADS FOR BIO-IMPEDANCE
3	16/365,298	RECOMMENDATION MANAGEMENT FOR AN ELECTRONIC DEVICE
4	16/810,253	Aligning Measurement Data Sets from Different Devices

5	18/456,163	NFILTRATING CARBON NANOTUBES WITH CARBON TO PREVENT DELAMINATION FROM A SUBSTRATE
6	16/669,382	Miniaturized Spectrometers
7	17/100,650	INTEGRATED GLUCOSE MONITORING SYSTEM
8	16/910,755	Housing for an integrated glucose monitoring system
9	17/857,124	SYSTEMS AND DEVICES WITH MINIATURIZED BIOIMPEDANCE SENSORS
10	17/857,844	ANGLED SENSORS FOR TAKING PHYSIOLOGICAL MEASUREMENTS
11	17/748,622	LOW REFLECTANCE COLLIMATORS
12	17/157,475	WEARABLE STRESS TESTING DEVICE
13	17/157,478	WEARABLE STRESS TESTING DEVICE
14	17/203,162	TREND ANALYSIS FOR HYDRATION MONITORING
15	17/089,293	WEARABLE HYDRATION MONITOR SENSORS
16	16/669,392	Methods and Devices for Aligning Miniaturized Spectrometers in Wearable Devices
17	16/994,208	SYSTEMS, APPARATUSES, AND METHODS FOR OPTIMIZING A PHYSIOLOGICAL MEASUREMENT TAKEN FROM A SUBJECT
18	16/994,214	SECURE ATTACHMENT OF A MEASUREMENT DEVICE TO A SUBJECT
19	16/994,228	SYSTEMS, APPARATUSES, AND METHODS FOR DETERMINING AN OPTIMAL POSITION OF A PHYSIOLOGICAL SENSOR AGAINST A SUBJECT
20	16/829,840	DEVICE AND SYSTEM USER INTERFACES FOR CHRONIC HEALTH CONDITION MANAGEMENT