

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
cellNumerate Corporation		01/09/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	cellNumerate Corporation		
Street Address:	1376 Sheffield Ave		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85548663	ONCALL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508542312		
Email:	dbenaron@cellnumerate.com		
Correspondent Name:	dba Sand Hill Research Institute		
Address Line 1:	25 Siesta Ct		
Address Line 2:	Ref: TM-001-onCall		
Address Line 4:	Portola Valley, CALIFORNIA 94028		
NAME OF SUBMITTER:	David Benaron		
Signature:	/David Benaron/		
Date:	07/15/2013		

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Total Attachments: 7

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Patent and Trademark Assignment

This **Patent and Trademark Assignment** (the "Assignment") is made and entered into on January 09, 2012 (the "Effective Date") by and between the following parties (separately each is a "Party"; together they are the "Parties"):

Spectros Corporation

a California concern located at 808 Portola Road, Portola Valley, CA 94028
(the "Assignor")

AND

cellNumerate Corporation

a California concern located at 1376 Sheffield Ave, Campbell, California 95008
(the "Assignee")

WHEREAS, Assignor is a joint and rightful owner of certain ideas, inventions, patent applications, trademark applications, patents, and trademarks (collectively, the "Patents") as set forth in **Exhibit A** and as documented in **Exhibit B**, attached; and

WHEREAS, Assignee desires to acquire Assignor's joint right, title, and interest in and to the Patents, and to provide a back license to Assignor with respect to certain fields, as defined by a separate agreement dated 9 January 2012, and any superseding agreements or modifications thereto (the "Agreement"); and,

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this Assignment and the associated Agreement,

NOW, THEREFORE, for valuable consideration, including but not limited to a back license to Assignee for certain uses, a license to certain improvements thereto, and the bearing of all patenting costs, all as specified in the Agreement, and the receipt of which consideration is acknowledged, the Parties hereto do agree as follows:

1. ASSIGNMENT.

1.1 Grant of Assignment. The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its right, title, and interest in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents, subject to the back license from Assignee to Assignor as specified in the Agreement. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. Notwithstanding the above, this grant applies ONLY to the Patents of **Exhibit A**, and

NOT other continuations and Patents of the same patent family currently owned by Assignor and not transferred or assigned by this Assignment or by the Agreement.

1.2 USPTO, EPO, JPO Authorization. The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications set forth in Exhibit A to Assignee as recipient of Assignor's right, title and interest therein.

1.3 Cooperation. Assignor further agrees to reasonably and in good faith: (a) to cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) to execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) to perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

2. LIMITED WARRANTY.

2.1 Ownership. Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents (as shown in **Exhibit B**), that the Patents have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

2.2 Infringement. Assignor warrants that Assignor is not aware of existing infringement.

2.3 Validity. Assignor warrants that Assignor is not aware for reasons or cause for invalidity. Notwithstanding the foregoing, Assignee acknowledges that any transferred applications are pending, and therefore may not be deemed patentable after prosecution for reasons not known or appreciated by Assignee.

3. MISCELLANEOUS

3.1 Titles not enforceable. Section headings and subheadings are for organizational purposes only.

3.2 Notices. Notices are deemed delivered when sent by (a) mutually acknowledged electronic mail, or (b) tracked physical mail delivered to the addresses in the Agreement.

3.3 Force Majeure. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action,

riot, insurrection, damage, destruction or any other similar cause beyond the control of such party for so long as such event of force majeure continues in effect

3.4 Entire Agreement. The terms and conditions herein, together with the Agreement, , constitute a single instrument containing the entire agreement between the Parties, and shall supersede all previous agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement of understanding bearing on this Agreement shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the parties and shall expressly refer to this Agreement.

3.5 Counterparts. This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission. The mutually signed and valid paper version of this Agreement may be scanned into an electronic form, such as Adobe PDF, and the electronic copy distributed to both Parties will be deemed a valid and enforceable copy of this Agreement

3.6 Severability. If one or more provisions of this Assignment or the Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith to recreate the spirit of the original provision as closely as allowed. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

3.7 Governing Law. This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement to be effective as of the Effective Date.

[SIGNATURE PAGES FOLLOWS]

Assignor:
By: [Signature] Date: 15 JUL 2013
Spectros Corporation

Assignee:
By: [Signature] Date: 15 JUL 2013
cellNumerate Corporation

Assignor Acknowledgement

State of CALIFORNIA)
County of SAN MATEO)

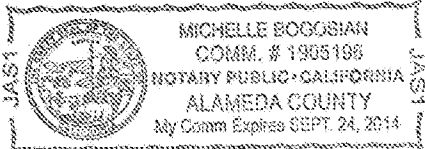
On July 15, 2013 before me the undersigned Notary Public, personally appeared David A. Benaron ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in ~~his~~ authorized capacity, and that by ~~his~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(notary seal)

Michelle Bergman
Notary Public



Sept 24, 2014
My commission expires

Exhibit A:
List of Subject Patents and Trademarks (the “Patents”)

Item 1 of 2:

U.S. Patent/Application number: 13/591,629

Dated: August 22, 2012

Title: Remote oximetry monitoring system and method

Prior Assignment to Spectros Corporation:

Application 13/591,629 is a continuation of US Pat. Appn. no. 12/858,396, abandoned, which is a continuation of US Pat. Appn. No. 11/193,071, issued as USPN 7,813,778, with an assignment recorded on reel 017552, Frame 0989.

Ownership by Assignor of the parent application (11/193,071) is established in the attached declaration under 37 CFR 3.73(b):

Item 2 of 2:

U.S Trademark Appn. Ser. no.: 85/548,663

U.S. Trademark Reg. no. 4,343,559

Dated: February 21, 2012

Mark: onCall

Prior Assignment:

No prior assignment has been made.

Spectros is the current Registrant.

Exhibit B:
Evidence of Current Patent and Trademark Assignments

Trademarks:

From TESS: No assignment has been recorded at the USPTO For Serial Number:
85548663

Patents:

Recordation is at Reel 017552m Frame 0989, as shown on the following page: