

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
Embla Systems, Inc.		12/31/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	MyCardio, LLC
Street Address:	370 Interlocken Blvd. Suite 650
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: DELAWARE LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2012511	EMBLA

CORRESPONDENCE DATA

Fax Number: 4152938001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 4152938436  
 Email: mathew@temmermanlaw.com  
 Correspondent Name: Mathew J. Temmerman  
 Address Line 1: One Market Street, Spear Tower  
 Address Line 2: 36th Floor  
 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	103.512
NAME OF SUBMITTER:	Mathew J. Temmerman
Signature:	/Mathew J Temmerman/

OP \$40.00 2012511

Date:

01/16/2014

**Total Attachments: 3**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of December 31, 2009, is between Embla Systems, Inc., a New York corporation ("Contributor"), and MyCardio, LLC, a Delaware limited liability company ("LLC").

WHEREAS, Contributor is a party (by assignment) to that certain license agreement, dated November 9, 2007, pursuant to which it licensed certain patents and other properties and rights (collectively, the "Licensed Property") from Beth Israel Deaconess Medical Center, Inc. (the "License Agreement");

WHEREAS, Contributor has developed an integrated business management solution known as the Enterprise System ("Enterprise");

WHEREAS, Contributor is in the business, among others, of (a) developing and commercializing the Licensed Property (the "MyCardio Business"), (b) developing and commercializing Enterprise (the "Enterprise Business"), and (c) developing, configuring, assembling, manufacturing, selling, marketing, distributing, servicing, and repairing products for the diagnosis of sleep disorders (the "Embla Business");

WHEREAS, Contributor is the sole member of LLC;

WHEREAS, Contributor and its sole shareholder, Sleep Holdings III, LLC ("Holdings III"), are parties to an Assignment and Assumption Agreement, of even date herewith, pursuant to which Contributor assigned certain agreements to Holdings III, and Holdings III assumed certain liabilities from Contributor; and

WHEREAS, Contributor now desires to contribute, assign, and transfer to LLC, and LLC desires to accept from Contributor, the Contributed Assets (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

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

1. Contribution of Assets. Contributor hereby assigns, transfers, conveys and delivers to LLC, on an "as is, where is" basis, and LLC accepts and receives from Contributor, all of Contributor's right, title, and interest of every kind and nature in, under, and to all of the assets, rights, businesses, and properties owned or leased by Contributor as of the date hereof that are used in, beneficial, related or incidental to, result from, or otherwise associated with the MyCardio Business, the Enterprise Business or the Embla Business, whether tangible or intangible (including goodwill), personal or real, and wherever located and by whomever possessed (collectively, the "Contributed Assets").

2. Assumption of Liabilities. In consideration for Contributor's contribution of the Contributed Assets to LLC, LLC hereby assumes and agrees to pay, perform and discharge when due, any and all obligations and liabilities of Contributor, whether known or unknown, arising

out of, relating to or otherwise in respect of the Contributed Assets or the MyCardio Business, the Enterprise Business, or the Embla Business (collectively, the "Assumed Liabilities").

3. Filings; Further Assurances. During the six-month period commencing on the date hereof, (a) Contributor shall prepare, execute and deliver, at the expense of LLC, such other instruments of transfer and documents related thereto and take such other action as LLC may reasonably request in order to more effectively transfer to LLC, and to place LLC in possession and control of, the Contributed Assets; and (b) LLC shall execute and deliver such further instruments and take such additional actions as Contributor may reasonably request to effect, consummate, confirm or evidence the assumption by LLC of the Assumed Liabilities.

4. Miscellaneous.

(a) Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when (i) delivered personally, (ii) delivered electronically or by facsimile subject to telephonic or written confirmation of receipt, (iii) one business day after being sent by a overnight courier for next business day delivery, or (iv) five days after being mailed by registered air mail, to the parties at such address as a party may specify from time to time.

(b) Amendment; Waiver. This Agreement cannot be altered, amended, changed, waived, terminated or modified in any respect unless the same shall be in writing and signed by the party to be charged therewith. No waiver of any provision shall be construed as a waiver of any other provision.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) Governing Law. The laws of the State of New York (without giving effect to principles of conflicts of law) shall govern this Agreement.

(e) Severability; Entire Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be modified only to the extent necessary to make it enforceable. This Agreement, together with the exhibits and the other agreements, instruments and other documents executed and delivered in connection herewith, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior oral and written agreements and understandings pertaining hereto.

(f) Counterparts; Binding Effect. This Agreement may be executed in any number of counterparts (which may be delivered by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Survival. Except as otherwise provided herein, the representations, warranties, covenants and agreements made by the parties in this Agreement, or in any assignment, certificate, agreement, or document furnished pursuant hereto, shall survive the date hereof and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by or on behalf of any party.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

Embla Systems, Inc.

By:   
David Baker, CEO

MyCardio, LLC

By:   
David Baker, CEO