

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444546

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innomed Technologies, Inc.		03/21/2017	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Salter Labs		
<b>Street Address:</b>	272 East Deerpath Road		
<b>Internal Address:</b>	Suite 302		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2640687	NASAL-AIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6032267499		
<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>			
<b>Phone:</b>	603-226-7490		
<b>Email:</b>	apeach@nhpat.com		
<b>Correspondent Name:</b>	Davis & Bujold, P.L.L.C.		
<b>Address Line 1:</b>	112 Pleasant Street		
<b>Address Line 4:</b>	Concord, NEW HAMPSHIRE 03301		
<b>NAME OF SUBMITTER:</b>	Michael J. Bujold		
<b>SIGNATURE:</b>	/Michael J. Bujold/		
<b>DATE SIGNED:</b>	09/26/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), effective as of March 21, 2017, is by and between INNOMED TECHNOLOGIES, INC., a Nevada corporation with a place of business at 5601 Lyons Road, Bldg. B, 1-4, Coconut Creek, FL 33073 ("**SELLER**"), and SALTER LABS, a California corporation with a place of business at 272 East Deerpath Road, Suite 302, Lake Forest, Illinois 60045 USA ("**BUYER**"), the purchaser of certain assets of SELLER pursuant to the Asset Purchase Agreement between BUYER and SELLER, dated contemporaneously herewith (the "**Purchase Agreement**").

Pursuant to the Purchase Agreement, SELLER has sold, assigned, conveyed, and otherwise transferred to BUYER, among other assets, certain intellectual property of SELLER, including, without limitation, certain issued patents and pending patent applications listed in *Schedule A* (the "**Patents**"); common law, pending applications, and/or registered trademarks listed in *Schedule B* (the "**Trademarks**"); domain name registrations listed in *Schedule C* (the "**Domains**"); and the websites, text, graphics, videos, links, product descriptions, product literature, and other content related to or used in connection with the Domains (the "**Content**").

Accordingly, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged SELLER and BUYER (each a "**party**" and together, the "**parties**") agree as follows:

1. **Assignment.** SELLER hereby forever, irrevocably sells, assigns, conveys, and otherwise transfers to BUYER, and BUYER hereby accepts:
  - a. all right, title, and interest in and to the Patents, all underlying inventions described therein, any U.S. or foreign continuation, division, renewal, substitute, or reissue thereof for the full term or terms for which the same may be granted, including the right to sue and collect damages for all past, present, and future infringements thereof;
  - b. all right, title, and interest in and to the Trademarks, including, without limitation, all common law rights, all goodwill associated therewith, all goodwill associated with the business connected with the use of and symbolized by the Trademarks, and, in all cases, the right to bring lawsuits and infringement claims on and against and to collect damages associated therewith and therefrom for all past, present, and future infringements thereof; and
  - c. all right, title, and interest in and to the Domains and Content, including without limitation, all goodwill associated therewith and any copyright or other intellectual property rights in or to the Domains and Content.
2. **Transfer of Domains.** SELLER hereby forever, irrevocably and unconditionally consents and authorizes the registrars, and any and all other registrars, and authorities having power, governance, or authority over the ownership, transfer, registration, and/or maintenance of domain names (the "**Authority**"), to transfer the Domains to BUYER. SELLER will cooperate promptly with the registrars and any other Authority and BUYER in facilitating the transfer to BUYER of the Domains, and will follow the rules designated by the registrars and any other Authority to effect such transfer. SELLER hereby gives its full authorization and consent to the registrars and any Authority to facilitate the transfer of the Domains set forth above and SELLER releases and holds the registrars and all Authorities harmless from any

and all claims or actions arising out of such transfer of the Domains, whether such claims arise in contract, tort, strict liability, or otherwise.


3. **Maintenance of Domains and Content During Transfer.** SELLER agrees to maintain the Domains and all Content during the pendency of the transfer process to BUYER and to otherwise assist in any reasonable manner required by BUYER. Such maintenance and assistance shall include, but not be limited to, updating the Content, maintaining ecommerce and other website functionality, redirecting Domains when so requested, and other items of a similar nature.
4. **Miscellaneous.** SELLER agrees that, when requested, it shall sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing, maintaining, and/or enforcing the Patents, Trademarks, Domains, and/or Content in all countries and for vesting title thereto in BUYER, its successors, assigns, and legal representatives or nominees. SELLER represents and warrants that the interests and property conveyed in this IP Assignment are free from all prior assignment, grant, mortgage, license or other encumbrance. SELLER further agrees that it shall provide to BUYER, on request, all pertinent facts and/or documents relating to the Patents, Trademarks, Domains, and Content as may be known and reasonably accessible to SELLER and SELLER will testify as to the same in any interference or litigation related thereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this IP Assignment to be executed and delivered as of the day and year first above written.

INNOMED TECHNOLOGIES, INC.

Date: March 21, 2017

By:   
Name: Bruce Sher  
Title: President

SALTER LABS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jane E. Kiernan  
Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

TRADEMARK  
REEL: 006161 FRAME: 0863

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this IP Assignment to be executed and delivered as of the day and year first above written.

INNOMED TECHNOLOGIES, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bruce Sher

Title: President

SALTER LABS

Date: March 21, 2017

By: 

Name: John E. Kiernan

Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

**Schedule A  
PATENTS**

Owner of Record	Title	Status	Patent No./ Appl'n No.	Issue Date/ Filing Date
Innomed Technologies, Inc.	NASAL VENTILATION INTERFACE	Issued	6478026	11/12/2002
Innomed Technologies, Inc.	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	6595215	07/22/2003
Innomed Technologies, Inc.	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	6776162	08/17/2004
Innomed Technologies, Inc.	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	7158624	03/13/2007
Innomed Technologies, Inc.	NASAL VENTILATION INTERFACE AND SYSTEM	Issued	7191781	03/20/2007
Innomed Technologies, Inc.	NASAL INTERFACE AND SYSTEM INCLUDING VENTILATION INSERT	Issued	7472707	01/06/2009
Innomed Technologies, Inc.	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	6807967	10/26/2004
Innomed Technologies, Inc.	NASAL VENTILATION INTERFACE	Issued	6994089	02/07/2006
Innomed Technologies, Inc.	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	6997177	02/14/2006
Innomed Technologies, Inc.	NASAL INTERFACE AND SYSTEM INCLUDING VENTILATION INSERT	Issued	6997187	02/14/2006
Innomed Technologies, Inc.	NASAL INTERFACE AND SYSTEM INCLUDING VENTILATION INSERT	Issued	7006613	02/21/2006
Innomed Technologies, Inc.	NASAL VENTILATION INTERFACE AND SYSTEM	Issued	7234485	06/26/2007
Innomed Technologies, Inc.	VENTILATION COMFORT INTERFACE	Issued	7472703	01/06/2009
Innomed Technologies, Inc.	NASAL INTERFACE	Issued	D618336	06/22/2010
Innomed Technologies, Inc.	NASAL INTERFACE	Issued	D627059	11/09/2010
Innomed Technologies, Inc.	NASAL CANNULA	Reissued	RE42843 (formerly Patent No. 6679265)	10/18/2011
Innomed Technologies, Inc.	SYSTEM, METHOD AND VENTILATION INTERFACE FOR PROVIDING PRESSURIZED BREATHABLE GAS TO THE MOUTH AND NOSE SEPARATELY	Issued	8397724	03/19/2013
Innomed Technologies, Inc.	NASAL VENTILATION INTERFACE	Issued	8993375	07/19/2016
Innomed Technologies, Inc.	MASK ASSEMBLY	Appealed	12/256368	10/22/2008
Innomed Technologies, Inc.	VARIABLE CPAP RESPIRATORY INTERFACE	Issued	8025058	09/27/2011
Innomed Technologies, Inc.	CUSHION FOR VENTILATION INTERFACE	Issued	8215305	07/10/2012

Owner of Record	Title	Status	Patent No./ App'n No.	Issue Date/ Filing Date
Innomed Technologies, Inc.	CUSHION FOR VENTILATION INTERFACE	Issued	8813749	08/28/2014
Innomed Technologies, Inc.	SYSTEM, METHOD AND VENTILATION INTERFACE FOR PROVIDING PRESSURIZED BREATHABLE GAS TO THE MOUTH AND NOSE SEPARATELY	Issued	8881728	11/11/2014
Innomed Technologies, Inc.	VENTILATION PORTION OF A VENTILATION APPARATUS	Issued	D691419	04/28/2009
Innomed Technologies, Inc.	MASK ASSEMBLY	Issued	D624642	09/28/2010
Innomed Technologies, Inc.	MASK ASSEMBLY	Issued	D626215	10/26/2010
NOT ASSIGNED (awaiting inventor assignment to Innomed Technologies, Inc.)	NASAL VENTILATION INTERFACE	Issued	6863069	03/08/2005
NOT ASSIGNED (awaiting inventor assignment to Innomed Technologies, Inc.)	NASAL CANNULA	Issued	7047974	05/23/2006
Innomed Technologies, Inc.	NASAL INTERFACE	Issued	D551340	09/18/2007

Owner of Record	Country	Title	Status	Patent No.	Issue Date / Filing Date
Innomed Technologies Inc.	Europe	NASAL VENTILATION CANNULA	Issued	EP1317941	07/08/2009
Innomed Technologies, Inc.	Canada	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	2358825	04/04/2006
Innomed Technologies, Inc.	Canada	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Issued	2416410	06/29/2010
Innomed Technologies, Inc.	Australia	VENTILATION INTERFACE FOR SLEEP APNEA THERAPY	Granted	2003200093	01/13/2003



Schedule B  
TRADEMARKS

TRADEMARK	Jurisdiction	Status	Appl'n No. / Reg. No.	Filing Date Reg. Date	Owner
NASAL-AIRE	U.S.	Renewed	76/194461 2640667	01/16/2001 10/22/2002	Innomed Technologies, Inc.

**Schedule C  
DOMAINS**

Domain Name	Registrar	Registrant	Registrant email address listed
aire-force.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
alchacpap.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
alcha-mask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
bravo2mask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
bravoimask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
bravomask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
bravo-mask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
hybridmask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
hybrid-mask.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomedaire.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomed-aira.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomed-cpap.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomedic.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomed-respcare.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomed-respcare.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
innomedtechnologies.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
nasalair.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
nasalair.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
nasal-aire.com	Network Solutions	InnoMed Technologies, Inc.	support@innomedtechnologies.com
respcare.com	Network Solutions	InnoMed Technologies	support@innomedtechnologies.com
sylenmask.com	Network Solutions	InnoMed Technologies	support@innomedtechnologies.com
sylen-mask.com	Network Solutions	InnoMed Technologies	support@innomedtechnologies.com
thehybridmask.com	Network Solutions	InnoMed Technologies	support@innomedtechnologies.com