

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reflexion Health, Inc.		07/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	1450 Brooks Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4696695	REFLEXION HEALTH	
CORRESPONDENCE DATA			
Fax Number:	5123913901		
<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:	5123913931		
Email:	Patents.Dept.US@smith-nephew.com		
Correspondent Name:	Smith & Nephew, Inc.		
Address Line 1:	7000 W. William Cannon Dr.		
Address Line 4:	Austin, TEXAS 78735		
NAME OF SUBMITTER:	Brandi Aiken		
SIGNATURE:	/Brandi Aiken/		
DATE SIGNED:	09/15/2020		
Total Attachments: 9			
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PATENT ASSIGNMENT AGREEMENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT AND TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of July 21, 2020, is made by and between Reflexion Health, Inc., a Delaware corporation (the “**Company**”), and Smith & Nephew, Inc., a Delaware corporation (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Company and Purchaser have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to the terms of which the Company has agreed to, among other things, sell, transfer, convey, assign and deliver, to Purchaser all Acquired Intellectual Property owned by the Company.

WHEREAS, in accordance with Section 1.8(b)(ii) of the Purchase Agreement, the parties to this Agreement wish to evidence and effect such conveyance, assignment, transfer, and delivery as set forth below.

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

1. Assignment. The Company hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of the Company’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Company and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement 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 Agreement.

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

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Patent Assignment Agreement and Trademark Assignment Agreement as of the date first written above.

REFLEXION HEALTH, INC.

DocuSigned by:

By: _____
Name: Joseph M. Smith
Title: Chief Executive Officer

SMITH & NEPHEW, INC.

By: _____
Name: Catheryn O'Rourke
Title: Secretary

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Patent Assignment Agreement and Trademark Assignment Agreement as of the date first written above.

REFLEXION HEALTH, INC.

By: _____
Name: Joseph Smith
Title: Chief Executive Officer

SMITH & NEPHEW, INC.

By: Cathryn A. O'Rourke
Name: Catheryn O'Rourke
Title: Secretary

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	Application Number	Application Date	National		Publication Number	Publication Date	Title
			Filing Date	Publication Date			
Patent Cooperation Treaty	PCT/US2019/060637	11/08/2019	11/08/2019		WO 2020/102042	05/22/2020	PHYSICAL ACTIVITY QUANTIFICATION AND MONITORING
United States	16/653,153	10/15/2019	10/15/2019		20200160044	05/21/2020	PHYSICAL ACTIVITY QUANTIFICATION AND MONITORING
United States	62/768,012	11/15/2018	11/15/2018				PHYSICAL ACTIVITY DEFINITION AND TRACKING USING MATHEMATICAL METHODS
United States	16/710,608	12/11/2019	12/11/2019				MACHINE LEARNING FEATURE VECTOR GENERATOR USING DEPTH IMAGE FOREGROUND ATTRIBUTES
United States	62/783,119	12/20/2018	12/20/2018				MACHINE LEARNING FEATURE GENERATOR USING DEPTH IMAGE FOREGROUND ATTRIBUTES
Patent Cooperation Treaty	PCT/US2020/034096	05/21/2020	05/21/2020				SCORING METRIC FOR PHYSICAL ACTIVITY PERFORMANCE AND TRAINING

United States	16/880,693	05/21/2020	05/21/2020			SCORING METRIC FOR PHYSICAL ACTIVITY PERFORMANCE AND TRACKING
United States	62/851,009	05/21/2019	05/21/2019			SCORING METRIC FOR PHYSICAL ACTIVITY PERFORMANCE AND TRACKING
United States	USP 9,747,722	03/25/15	03/25/15	2015/0339854	11/26/15	METHODS FOR TEACHING AND INSTRUCTING IN A VIRTUAL WORLD INCLUDING MULTIPLE VIEWS
Canada	2941146	03/25/15	03/25/15	2015/148676	10/01/15	SYSTEMS AND METHODS FOR TEACHING AND INSTRUCTING IN A VIRTUAL WORLD INCLUDING MULTIPLE VIEWS
United States	13/524,708	06/15/12	06/15/12	2013/0123667	05/16/13	SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION

Australia	20120294543 2012294543 A1, A8 2012294543 B2	02/20/13	02/20/13	2012/294543	02/20/14	SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION
Canada	20122844651 2844651 A1 2844651C	02/14/13	02/14/13	2012/2844651	02/14/13	SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION
China	201280038752.6 103889520 C	08/07/2012	02/08/2014	2012/80038752		SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION
Korea	20147006022 20140054197 A			2014/7006022		SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION

Mexico	356070	08/08/2011	02/07/2014	2014/0001555	SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION
	20140001555				
	2014001555 A				
Hong Kong	20140112005	11/27/2014		2014/0112005	SYSTEMS, APPARATUS AND METHODS FOR NON-INVASIVE MOTION TRACKING TO AUGMENT PATIENT ADMINISTERED PHYSICAL REHABILITATION
	1198522 A1				

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. No./Date	Status
HelloPT	USA	88/411,788; 5/1/2019	FILED
REFLEXION HEALTH	USA	4,696,695; 3/3/2015	REGISTERED
REFLEXION HEALTH	Canada	TMA1,025,978; 6/17/2019	REGISTERED
REFLEXION HEALTH	EU	011913051; 10/21/2013	REGISTERED