

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innara Health, Inc.		11/04/2022	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Cardinal Health, Inc.		
Street Address:	7000 Cardinal Place		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4728083	INNARA	
Registration Number:	4602192	INNARA HEALTH	
Registration Number:	4563218	INNARA HEALTH	
Registration Number:	3617055	NEOSUCKRT	
Registration Number:	3617036	NTRAINER SYSTEM	
Registration Number:	3617053	NTRAINERRT	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212-326-3939		
Email:	cartigas@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Carine Artigas		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	11/07/2022		
Total Attachments: 14			

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by Innara Health, Inc., a Kansas corporation (“Grantor”), in favor of Cardinal Health, Inc., an Ohio corporation (“Purchaser”).

WHEREAS, Grantor issued (a) Notes (as such term is defined in the Existing Note Purchase Agreement (as hereinafter defined)) pursuant to that certain Convertible Note Purchase and Security Agreement, dated as of January 7, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Note Purchase Agreement”), by and among Grantor, Purchaser and the other parties set forth on the signature pages thereto and (b) a Note (as such term is defined in the New Note Purchase Agreement (as hereinafter defined)) pursuant to that certain Note Purchase and Security Agreement, dated as of November 4, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “New Note Purchase Agreement,” and together with the Existing Note Purchase Agreement, collectively, the “Note Purchase Agreements”), by and among Grantor and Purchaser, in each case, pursuant to which Grantor granted a security interest to Purchaser, in, among other things, the IP Collateral (as defined below) of Grantor; and

WHEREAS, Grantor and Purchaser entered into that certain Intellectual Property Security Agreement, dated January 7, 2022 (the “Existing Agreement”);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with Purchaser as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Existing Note Purchase Agreement or New Note Purchase Agreement, as applicable, and used herein have the meaning given to them in the Existing Note Purchase Agreement or New Note Purchase Agreement, as applicable.

SECTION 2. Grant of Security Interest in IP Collateral

Grantor hereby pledges and grants to Purchaser a continuing security interest in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired, and wherever located (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s obligations under each of the Note Purchase Agreements:

(a) (i) all United States and foreign copyrights, whether registered or unregistered, and whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. § 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted

from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, and (ii) the rights to print, publish and distribute any of the foregoing (collectively, the “Copyrights”);

(b) all Copyright licenses to the extent Grantor is not the granting party;

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification (in each case of the foregoing whether registered or unregistered), Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule A and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(d) all Trademark licenses to the extent Grantor is not the granting party;

(e) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule B, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, and all improvements thereon (collectively, the “Patents”);

(f) all Patent licenses to the extent Grantor is not the granting party;

(g) all books and records relating to any of the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing; and

(h) (i) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, dilution and/or other violations of any of the foregoing described in this Section 2, and (ii) all income, royalties, damages and/or other payments now and hereafter due and/or payable with respect to any of the foregoing described in this Section 2; provided, however, the IP Collateral shall exclude all Excluded Property.

SECTION 3. Recordation

Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts

This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law

THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision

This IP Security Agreement has been entered into in conjunction with the provisions of each Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in each Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Note Purchase Agreements, the provisions of such Note Purchase Agreement, as applicable, shall govern.

SECTION 7. Grantor Remains Liable

Grantor hereby agrees that, notwithstanding anything to the contrary herein, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the foregoing described in Section 2 above, including without limitation any agreement, whether written or oral, now or hereafter in effect, granting any right, title or interest in, to or under any of the foregoing described in Section 2 above.

SECTION 8. Successors and Assigns

This IP Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with each Note Purchase Agreement.

SECTION 9. Amendment and Restatement

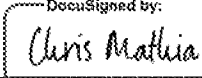
This IP Agreement amends and restates in its entirety the Existing Agreement, and Grantor confirms that: the Existing Agreement has at all times, since the date of the execution and delivery of such document, remained in full force and effect and the obligations are continued as the obligations hereunder as amended hereby. The parties hereto acknowledge and agree that the amendment and restatement of the Existing Agreement expressly amended by this IP Security Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, loans, liabilities, or indebtedness under the Existing Agreement, the Existing Note Purchase Agreement and any other document executed in connection therewith, and this IP Security Agreement, the Note Purchase Agreements and any other document executed in connection therewith are entitled to all rights and benefits originally pertaining to the Existing Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

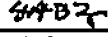
GRANTOR:

INNARA HEALTH, INC.

By:  _____
Name: Chris Mathia
Title: Chief Executive Officer

PURCHASER:

**Cardinal Health, Inc.,
an Ohio corporation**

By:  Scott B Zimmerman (Nov 4, 2022 13:59 EDT)
Name: **Scott Zimmerman**
Title: **Senior Vice President and Treasurer**

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 007892 FRAME: 0154**

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>App. No./ Reg. No.</u>	<u>Goods/Services</u>	<u>Status</u>
Innara Health, Inc.	INNARA	RN: 4728083	(Int'l Class: 10)	Registered April 28, 2015
		SN: 85809155	medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development	
Innara Health, Inc.	INNARA HEALTH	RN: 4602192	(Int'l Class: 10)	Registered September 9, 2014
		SN: 85809195	medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development	
Innara Health, Inc.	INNARA HEALTH and Design	RN: 4563218	(Int'l Class: 10)	Registered July 8, 2014
		SN: 86111397	medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development	
Innara Health, Inc.	NEOSUCKRT	RN: 3617055	(Int'l Class: 09)	Registered: May 5, 2009
		SN: 77379602	computer software to determine an assessment of a non-nutritive suck reflex in infants	
	NTRAINER SYSTEM	RN: 3617036	(Int'l Class: 10)	Registered: May 5, 2009

Owner	Mark	App. No./ Reg. No.	Goods/Services	Status
Imnara Health, Inc.		SN: 77376308	a medical device in the nature of an electronic stimulator for non-nutritive suck development in newborns and infants	
Imnara Health, Inc.	NTRAINERRT	RN: 3617053	(Int'l Class: 09)	Registered: May 5, 2009
		SN: 77379140	computer software to generate a therapy process for infants with underdeveloped non-nutritive suck	

SCHEDULE B

Patents

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
United States	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13/457,154	4/26/2012	Issued	2/1/2022	11234607	Imnara Health, Inc. & University of Kansas
United States	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	17/576,745	1/14/2022	Published			Imnara Health, Inc. & University of Kansas
Patent Cooperation Treaty	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	PCT/US2013/038400	4/26/2013	National phase	N/A	N/A	Imnara Health, Inc. & University of Kansas
Canada	Methods Of Using An Enhanced Therapeutic Stimulus For Non-Nutritive Suck Entrainment System	2910406	4/26/2013	Pending	N/A	N/A	New KCBX, Inc.
European Patent Office	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Validated at National level	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Belgium	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
France	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Germany	Methods of Using Enhanced Therapeutic	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
	Stimulus for Non-nutritive Suck Entrainment System						
Italy	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Spain	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Turkey	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
United Kingdom	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Switzerland	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Ireland	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	13780575.0	4/26/2013	Issued	12/21/2021	EP 2840967	Imnara Health, Inc. & University of Kansas
Hong Kong	Methods Of Using An Enhanced Therapeutic Stimulus For Non-Nutritive Suck Entrainment System	15108552.6	4/26/2013	Issued	8/26/2022	HK 1207952	Imnara Health, Inc. & University of Kansas
United States	An Enhanced Therapeutic Stimulus System and Methods of Use	13/457,059	4/26/2012	Issued	1/27/2015	8939919	Imnara Health, Inc. & University of Kansas

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
Patent Cooperation Treaty	An Enhanced Therapeutic Stimulus System and Methods Of Use	PCT/US2013/03 8410	4/26/2013	National phase	N/A	N/A	Innara Health, Inc. & University of Kansas
Canada	An Enhanced Therapeutic Stimulus System And Methods Of Use	2,910,414	4/26/2013	Pending	N/A	N/A	Innara Health, Inc. & University of Kansas
European Patent Office	An Enhanced Therapeutic Stimulus System And Methods Of Use	13782205.2	4/26/2013	Published	N/A	N/A	Innara Health, Inc. & University of Kansas
Hong Kong	An Enhanced Therapeutic Stimulus System And Methods Of Use	15108553.5	4/26/2013	Published	N/A	N/A	Innara Health, Inc. & University of Kansas
United States	An Enhanced Therapeutic Stimulus System And Methods Of Use	14/530,232	10/31/2014	Issued	12/29/2015	9220654	Innara Health, Inc.
United States	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13/457,203	4/26/2012	Issued	5/19/2015	9037266	Innara Health, Inc.
Patent Cooperation Treaty	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	PCT/US2013/03 8405	4/26/2013	National phase	N/A	N/A	Innara Health, Inc. & University of Kansas
Canada	Enhanced Therapeutic Stimulus For Non-Nutritive Suck Entrainment System And Method	2,910,411	4/26/2013	Issued	6/23/2020	2910411	Innara Health, Inc. & University of Kansas
European Patent Office	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Validated at National level	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
Germany	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Issued	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas
Spain	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Issued	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas
France	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Issued	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas
United Kingdom	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Issued	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas
Italy	Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System and Method	13780650.1	4/26/2013	Issued	6/10/2020	EP 2840969	Innara Health, Inc. & University of Kansas
Hong Kong	Enhanced Therapeutic Stimulus For Non-Nutritive Suck Entrainment System And Method	15108550.8	4/26/2013	Issued	04/01/2021	1207813	Innara Health, Inc. & University of Kansas
United States	Neural Analysis and Treatment System	14/330,712	7/14/2014	Issued	8/24/2021	11096619	Innara Health, Inc.
United States	Neural Analysis and Treatment System	17/407,979	8/20/2021	Published	N/A	N/A	Innara Health, Inc.
United States	Method And Apparatus For A Non-Nutritive Suck	12/564,802	9/22/2009	Issued	10/1/2013	8545230	Innara Health, Inc.

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
	Entrainment Pulse Generator						
Patent Cooperation Treaty	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	PCT/US2009/005263	9/22/2009	National phase	N/A	N/A	Innara Health, Inc.
China	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	200980145068.6	9/22/2009	Issued	9/3/2014	CN 102209516 B	Innara Health, Inc.
European Patent Office	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Validated at National level	9/11/2013	EP2349178	Innara Health, Inc.
Belgium	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
France	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
Germany	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
Italy	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
Spain	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
Turkey	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
United Kingdom	Method And Apparatus For A Non-Nutritive Suck Entrainment Pulse Generator	09789360.6	9/22/2009	Issued	9/11/2013	EP2349178	Innara Health, Inc.
United States	Handheld Cordless Non-Nutritive Suck Assessment Device	14/160,254	1/21/2014	Issued	5/30/2017	9974476	Innara Health, Inc.
Patent Cooperation Treaty	Handheld Cordless Non-nutritive Suck Assessment Device	PCT/US2014/012350	1/21/2014	National phase	N/A	N/A	Innara Health, Inc.
Australia	Handheld Cordless Non-Nutritive Suck Assessment Device	2014207317	1/21/2014	Issued	8/2/2018	2014207317	Innara Health, Inc.
Canada	Handheld Cordless Non-Nutritive Suck Assessment Device	2,898,865	1/21/2014	Issued	2/25/2020	2,898,865	Innara Health, Inc.
China	Handheld Cordless Non-Nutritive Suck Assessment Device	201480017175.1	1/21/2014	Issued	10/16/2020	CN 105228575	Innara Health, Inc.
European Patent Office	Handheld Cordless Non-Nutritive Suck Assessment Device	14740494.1	1/21/2014	Pending	N/A	N/A	Innara Health, Inc.
Hong Kong	Handheld Cordless Non-Nutritive Suck Assessment Device	16106917.9	1/21/2014	Issued	7/2/2021	1218852 B	Innara Health, Inc.
Japan	Handheld Cordless Non-Nutritive Suck Assessment Device	2015-553895	1/21/2014	Issued	11/22/2018	6437455	Innara Health, Inc.
New Zealand	Handheld Cordless Non-Nutritive Suck Assessment Device	710277	1/21/2014	Issued	4/30/2019	710277	Innara Health, Inc.
New Zealand	Handheld Cordless Non-Nutritive Suck Assessment Device	749705	1/21/2014	Issued	11/3/2020	749705	Innara Health, Inc.

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
United States	System and Methods for the Predictive Assessment and Neurodevelopment Therapy for Oral Feeding	14/160,270	1/21/2014	Issued	5/30/2017	2014207226 6	Inmara Health, Inc.
Patent Cooperation Treaty	Systems and Methods for the Predictive Assessment and Neurodevelopment Therapy for Oral Feeding	PCT/US2014/012346	1/21/2014	National phase	N/A	N/A	Inmara Health, Inc.
Australia	Predictive Neurodevelopment Therapy For Oral Feeding	2014207316	1/21/2014	Issued	9/13/2018	2014207316	Inmara Health, Inc.
Canada	Predictive Neurodevelopment Therapy For Oral Feeding	2,898,860	1/21/2014	Pending	N/A	N/A	Inmara Health, Inc.
New Zealand	Systems And Methods For The Predictive Assessment And Neurodevelopment Therapy For Oral Feeding	710272	1/21/2014	Issued	4/30/2019	710272	Inmara Health, Inc.
European Patent Office	Systems And Methods For The Predictive Assessment And Neurodevelopment Therapy For Oral Feeding	14741014.6	1/21/2014	Published	N/A	N/A	Inmara Health, Inc.

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