

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4016811

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROBOTARMY CORPORATION	06/24/2016
RECEIVING PARTY DATA		
Name:	TELEPATHY LABS, INC.	
Street Address:	331 CLEVELAND STREET, #1906	
City:	CLEARWATER	
State/Country:	FLORIDA	
Postal Code:	33755	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	13358004	
Application Number:	15229799	
Application Number:	15229902	
Application Number:	15229987	
CORRESPONDENCE DATA		
Fax Number:	(781)453-9993	
<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:	6179162658	
Email:	patents@stratpat.com	
Correspondent Name:	STRATEGIC PATENTS, P.C.	
Address Line 1:	PO BOX 920629	
Address Line 4:	NEEDHAM, MASSACHUSETTS 02492	
ATTORNEY DOCKET NUMBER:	TLAB-000X-PXX	
NAME OF SUBMITTER:	ROBERT A. MAZZARESE	
SIGNATURE:	/Robert Mazzaresse/	
DATE SIGNED:	08/22/2016	
Total Attachments: 3		
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TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Transfer and Assignment of Intellectual Property Agreement (“Assignment”) is made and entered into as of June 24, 2016, by and between Robotarmy Corp., a California corporation (“Assignor”), and Telepathy Labs, Inc., a Delaware corporation (“Assignee”).

1. Recitals.

1.1 Assignor is the owner of the following items of Intellectual Property (the “Intellectual Property”) described below:

- 2010 U.S. patent filing entitled DISTRIBUTED, PREDICTIVE, DICHOTOMOUS DECISION ENGINE FOR AN ELECTRONIC PERSONAL ASSISTANT (US Application 13/358,004).
- Derivative Works from the above invention. “Derivative works” means: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any inventions currently owed by Licensor including any improvement thereon and any invention the subject of existing and future US or foreign patent applications, and shall include divisions, continuations, reissues, re-examinations, substitutes, and extensions of the patent identified and patent applications, and if the invention is a combination of inventions and/or claims, then any invention comprised of fewer than all combined components and/or claims; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret laws in the US or abroad.

1.2 Assignor has agreed to assign the Intellectual Property to Assignee in exchange for the Purchase Price (the “Payment”) set forth in an Asset Purchase Agreement between Assignor and Assignee dated June 24, 2016.

2. Terms of Transfer.

2.1 In consideration of the Payment, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in the Intellectual Property, together with all derivative rights and all rights to secure registrations, renewals, reissues, and extensions of the copyrights, patents, and trademark rights included therein, if any.

2.2 Warranty of Ownership and Right to Assign. Assignor hereby covenants, warrants, and represents to Assignee that:

(a) Assignor is the sole owner of and has the exclusive right to hold, use, assign, and transfer the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of

any nature, and has made no agreement, assignment, or other transfer with respect to the Intellectual Property that is in conflict with this Agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no registration or application has been effectuated or is on file with governmental entities with respect to the Intellectual Property.

(c) Assignor agrees to authorize and direct his, her, or its heirs, personal representatives, successors, agents, officers, directors, and assigns to make and execute any instrument and to perform any act that Assignee may deem necessary to perfect this Assignment and to secure the registration, renewal, or extension of the registration of the Intellectual Property, as applicable.

(d) Assignor agrees to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effect the transactions contemplated hereby.

3. Other Matters.

3.1 This Assignment is governed by the laws of the State of Delaware without regard to its conflict of law rules. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties.

In witness whereof, the parties have executed this Assignment by duly authorized representatives, below.

ROBOTARMY CORPORATION:
(Assignor)

By: _____

Name: Damien Stolarz

Title: Owner

TELEPATHY LABS, INC.:
(Assignee)



By: _____

Name: Josselyn Boudett

Title: CEO

any nature, and has made no agreement, assignment, or other transfer with respect to the Intellectual Property that is in conflict with this Agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no registration or application has been effectuated or is on file with governmental entities with respect to the Intellectual Property.

(c) Assignor agrees to authorize and direct his, her, or its heirs, personal representatives, successors, agents, officers, directors, and assigns to make and execute any instrument and to perform any act that Assignee may deem necessary to perfect this Assignment and to secure the registration, renewal, or extension of the registration of the Intellectual Property, as applicable.

(d) Assignor agrees to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effect the transactions contemplated hereby.

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In witness whereof, the parties have executed this Assignment by duly authorized representatives, below:

ROBOTARMY CORPORATION:
(Assignor)

By:  4/29/16

Name: Damien Stolarz

Title: Owner

TELEPATHY LABS, INC.:
(Assignee)

By: _____

Name: Josselyn Boudett

Title: CEO