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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
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TRAXCELL TECHNC	LOGIES LL	C		10/03/2016	
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DATE SIGNED:		10/10/2016	10/10/2016		
Total Attachments: 2		nterTraxcellCorpTransferAZtoT>			

ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, TRAXCELL TECHNOLOGIES LLC, an Arizona Corporation has sold, assigned and transferred and do hereby sell, assign and transfer unto TRAXCELL TECHNOLOGIES LLC, a Texas Corporation (hereinafter TRAXCELL Texas) and its successors, assigns and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to U.S. Patent No. 8,977,284, issued on March 10, 2015, entitled "MACHINE FOR PROVIDING A DYNAMIC DATA BASE OF GEOGRAPHIC LOCATION INFORMATION FOR A PLURALITY OF WIRELESS DEVICES AND PROCESS FOR MAKING SAME" described, illustrated and claimed in an application for Letters Patent of the United States of America, assigned to us previously by the Inventors, together with the entire right, title and interest in said U.S. Patent 8,977,284 and upon any reissue thereof.

We also hereby sell, assign and transfer unto said **TRAXCELL Texas**, the entire right, title and interest in and to said invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America including the right to sue for past, current and future damages, including all rights under any and all international conventions and treaties in respect of said inventions and said applications for Letters Patent

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in foreign countries, and we further authorize said **TRAXCELL Texas**, to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We agree that, when requested, we will, without charge to said TRAXCELL Texas, but at its expense, exercise the rights granted to us by the Inventors to request or demand that they sign all papers take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in all countries and for vesting title thereto in said TRAXCELL Texas, its successors, assigns and legal representatives or nominees.

We covenant with said **TRAXCELL Texas**, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

Dated: 0.135 20/6

Traxcell Technologies, LLC of AZ Member/Manager,

TRAXCELL TECHNOLOGIES, an Arizona Corporation

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RECORDED: 10/10/2016