

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN CRAMER	06/16/2017
RECEIVING PARTY DATA	
Name:	SHAPE MATRIX GEOMETRIC INSTRUMENTS, LLC
Street Address:	2711 CENTERVILLE ROAD
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City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62023290
Application Number:	14794923
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	MONICA KOLINSKY
SIGNATURE:	/Monica Kolinsky/
DATE SIGNED:	06/26/2017
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement"), dated this 16th day of June, 2017 ("**Effective Date**"), is made by and between **Jonathan Cramer** an individual currently residing at 718 Court Street, Brooklyn, NY 11231 ("**Inventor**"), and **Shape Matrix Geometric Instruments, LLC**, a Delaware limited liability company having a registered business address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("**Assignee**").

WHEREAS, Inventor has invented certain new and useful improvements in a Shape-Matrix Geometric Instrument for which Inventor has filed applications for Letters Patent of the United States on July 11, 2014 under Serial No. 62/023,290 and on July 9, 2015 under Serial No. 14/794,923 ("**Applications**"); and

WHEREAS, Assignee, a limited liability company wholly-owned by Inventor, is desirous of obtaining the entire right, title, and interest in, to and under the Applications and the improvements thereof, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Inventor and Assignee agree as follows:

1. Inventor hereby sells, assigns, transfers and sets over, unto Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in, to and under the improvements, and the Applications and all divisions, renewals, and continuations thereof, and all Letters Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patents which may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patents which may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof ("**Assigned Patents**"), subject to the license granted to Inventor as reflected in Section 5 below. Inventor authorizes and requests the Commissioner of Patents of the United States and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

2. Inventor covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

3. Inventor further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Inventor respecting the Assigned Patents, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives and assigns to obtain and enforce proper patent protection for the Assigned Patents in all countries.

4. Inventor further assigns and transfers to Assignee all priority rights derived from the Applications by virtue of the International Convention for the Protection of Industrial Property for any and all member countries of the aforesaid International Convention, and Inventor assigns and transfers to Assignee the sole right to file further applications for patents under the patent laws of any country of the world based on any improvements disclosed in the Applications as fully and entirely as the same would have been held by Inventor had this Agreement not been made.

5. Assignee hereby grants to Inventor a non-exclusive, worldwide, fully paid-up, royalty-free license under the Assigned Patents to (i) create fine art, either individually or jointly with any third party (the “**Fine Art**”); (ii) manufacture the Fine Art so created; and (iii) use the Fine Art so created for any purpose, including without limitation, reproducing, displaying, marketing, selling or otherwise disposing of such fine art, and in each case of (ii) and (iii), either individually, or jointly with any third party.

6. This Agreement shall be governed in accordance with the laws of the State of Delaware. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns. The parties expressly agree that no modification, amendment, addition, or waiver of or to this Agreement shall be valid or effective, and no contrary or supplementary oral or written promise shall prevail over the terms of this Agreement, unless such modification, amendment, promise, or waiver is reduced to writing, specifically designed as an amendment to this Agreement, and signed by each of Inventor and Assignee. This Agreement constitutes the entire understanding of the parties

regarding the subject matter hereof, and revokes and supersedes all prior agreements between the parties regarding the subject matter hereof and is intended as a final expression of their Agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

**SHAPE MATRIX GEOMETRIC
INSTRUMENTS, LLC**

By: _____

**Name: Jonathan Cramer
Title: Sole Member**

JONATHAN CRAMER

Signature Page to Patent Assignment