

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEATA KOUCHNIR	09/25/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOPHISTIO, INC.
<b>Street Address:</b>	313 ST MARKS AVE NY
<b>Internal Address:</b>	#3J
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11238
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15702692
<b>CORRESPONDENCE DATA</b>	
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<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	SOPH-2016001P
<b>NAME OF SUBMITTER:</b>	ADAM L.K. PHILIPP
<b>SIGNATURE:</b>	/Adam L.K. Philipp/
<b>DATE SIGNED:</b>	10/12/2017
<b>Total Attachments: 2</b>	
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ASSIGNMENT

This Agreement is entered into between the following parties:

ASSIGNOR(S): Beata KOUCHNIR of Brooklyn, NY.

ASSIGNEE: Sophistio, Inc., a Delaware company with an address of 313 St Marks Ave, #3J, Brooklyn, NY 11238.

For good and valuable consideration, the receipt of which is hereby acknowledged, **Assignor hereby sells, assigns, transfers, and conveys to Assignee** or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all items in the following categories (collectively, the "Patent Rights"):

**a)** the following patent applications, provisional patent applications, and patents (collectively, the "Patents"): AUTOMATIC WEARABLE ITEM CLASSIFICATION SYSTEMS AND METHODS BASED UPON NORMALIZED DEPICTIONS; Application No 15/702,692, naming as inventor Beata KOUCHNIR [SOPH-2016001p]

**b)** the following additional patents and patent applications that have been or may be filed: 1) all patents and patent applications from which any of the Patents directly or indirectly claims priority; 2) all patents and patent applications for which any of the Patents directly or indirectly forms a basis for priority; and/or 3) all patents and patent applications that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

**c)** all applications derived from any item in any of categories (a)-(b), above, including, without limitation, provisional applications, non-provisional applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, and extensions;

**d)** all foreign patents, patent applications, and counterparts relating to any item in any of categories (a)-(c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

**e)** all inventions, disclosures, and discoveries described in any item in any of categories (a)-(d), including, without limitation, the following: 1) all inventions, disclosures, and discoveries included in any claim (whether issued, rejected, withdrawn, cancelled, or the like) that is or was claimed therein; 2) all inventions, disclosures, and discoveries that are capable of being reduced to a claim in a reissue or reexamination proceeding brought thereon; and/or 3) all inventions, disclosures, and discoveries that could have been included in a claim therein;

**f)** all rights to apply in any or all countries for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type that are related to any item in any of categories (a)-(e), including, without limitation, rights to apply under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

**g)** all causes of action and other enforcement rights (whether known, unknown, currently pending, filed, or otherwise) under or on account of any item in any of categories (a)-(f), including, without limitation, causes of action and other enforcement rights for damages, injunctive relief, and any other remedies for past, current, and/or future infringement;

**h)** all rights to collect royalties and other payments under or on account of any item in any of categories (a)-(g); and

**i)** all rights of priority arising under or on account of any item in any of categories (a)-(f).

**Assignor represents, warrants and covenants as follows:**

**(1)** Assignor has the full power and authority, and has obtained all required third party consents, approvals, and/or other authorizations, to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; **(2)** Assignor owns, and by this Agreement assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights; **(3)** Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction; and **(4)** the Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue in the name of Assignee, as the assignee to the entire interest therein, any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Patent Rights.

At the reasonable request and expense of Assignee, Assignor will, without demanding any further consideration, do all things necessary, proper, or advisable to carry out in good faith the intent and purpose of this Assignment and to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights, such assistance to include without limitation: 1) executing, acknowledging, and recording specific assignments, oaths, declarations, powers of attorney, and other documents on a country-by-country basis; 2) executing all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, and extensions; and 3) communicating to Assignee all facts known to Assignor relating to the Patent Rights and the history thereof.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

The undersigned hereby give the attorneys permission to update this form with the corresponding patent application number, once available.

/Beata Kouchnir/

9/25/2017

ASSIGNOR Signature (please sign above)

Date (required)

Print name: Beata KOUCHNIR

/Beata Kouchnir/

9/25/2017

ASSIGNEE	Signature (please sign above)	Date
Print name:	<u>Beata Kouchnir</u>	
Title:	<u>CEO</u>	
ASSIGNEE:	<u>Sophistio, Inc.</u>	