

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4801495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROVE IT, LLC	07/07/2017
RECEIVING PARTY DATA	
Name:	INDUCTION FOOD SYSTEMS
Street Address:	2609 DISCOVERY DRIVE
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27616
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8766149
CORRESPONDENCE DATA	
Fax Number:	
<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:	919-907-0178
Email:	faimone@proveitllc.com
Correspondent Name:	FRANCESCO AIMONE
Address Line 1:	2609 DISCOVERY DRIVE
Address Line 4:	RALEIGH, NORTH CAROLINA 27616
NAME OF SUBMITTER:	FRANCESCO AIMONE, CEO, IFS
SIGNATURE:	/Francesco Aimone/
DATE SIGNED:	01/30/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7	
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PATENT RIGHTS AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS PATENT RIGHTS AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of July 7, 2017 (the “**Effective Date**”), by and among Prove It L.L.C., a Delaware limited liability company (“**Prove It**”), the sole member of Prove It, George D. Sadler, PhD (“**Sadler**”, and together with Prove It, “**Assignor**”), and Induction Food Systems, Inc., a Delaware corporation, (“**Assignee**”).

WHEREAS, prior to the date hereof, Assignor prepared, wrote, created, conceived, reduced to practice, developed and/or registered certain inventions, discoveries, improvements, trade secrets, know-how, confidential business information, processes, technology, designs, logos, trademarks or other designations, domain names, materials, mask works, data, databases, software, documentation or other works related to the business of Assignee and filed and/or received certain trademarks, statutory applications or registrations therefor, including, without limitation, those items set forth on **Exhibit A** attached hereto (collectively, the “**Work Product**”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Work Product, including all copyrights, patents, trade secrets and other intellectual property rights therein (the “**Intellectual Property**”).

WHEREAS, Assignor also owns certain Patent Rights in connection with certain Patents (as each are defined below) owned by Assignor that are related to the business of Assignee; and

WHEREAS, Assignor desires to sell, assign, transfer, and convey to Assignee, and the Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in and to the Patent Rights in the Patents.

NOW, THEREFORE, in consideration of Assignee’s issuance of shares of Assignee’s common stock to Sadler pursuant to a Founder’s Agreement to be entered into contemporaneously with the execution of this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Assignor hereby grants, transfers, assigns and conveys to Assignee, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Work Product, including, but not limited to, the right to secure patent registration, copyright registration and trademark registration and to any resulting registrations in Assignee’s name as claimant, and the right to secure renewals, reissues and extensions of any such copyrights or copyright registrations or trademark registrations in the United States of America or any foreign country. Further, Assignor agrees that Assignee shall have the right to alter, modify or combine the Work Product with other works and hereby waives any claim that any version of the Work Product constitutes a violation of any “moral rights” or a distortion, mutilation or disparagement or contains unauthorized variations of the same. Assignor agrees that Assignor retains no rights whatsoever in the Work Product and that, as of the Effective Date, Assignee shall be and is the sole owner of all Intellectual Property interests in and to the Work Product.

2. Assignor does hereby sell, assign, transfer, and convey unto Assignee all of Assignor's right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**");

(a) the patents listed on **Exhibit B** attached hereto (the "**Patents**");

(b) all renewals, reissues, extensions (or other governmental actions that provide exclusive rights to the owner thereof in the patented subject matter beyond the original expiration date), substitutions, confirmations, revalidations, reexaminations, additions, continuations, continued prosecutions, requests for continuing examinations, continuing prosecution applications, continuations-in-part, divisions, or registrations of any item in the foregoing category (a), including without limitation, supplementary protection certificates or the equivalent thereof in any and all countries;

(c) all foreign patents, patent applications, and counterparts to any patent or patent application falling in either of the foregoing categories (a) and (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(d) all inventions and discoveries disclosed and described in any of the Patents and/or any item in the foregoing categories (b) and (c) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) and (c), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) and (c), and/or (iii) could, consistent with applicable patent law, have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) and (c);

(e) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type that claim priority to any item in any of the foregoing categories (a) through (c) and claim any item in the foregoing category (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind, for past, current and future infringement;

(g) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (f); and

(h) any and all other rights of any character pertaining to any of the foregoing categories (a) through (g).

3. Assignor further represents and warrants that, to the best of Assignor's knowledge, neither the Work Product nor the Patents infringe upon any proprietary rights, including but not limited to the copyrights, trademarks and patents of any third party, and that, to the best of Assignor's knowledge, Assignee has full title and ownership in and to the Work Product and the Patents, free and clear of any third party claims, rights or liens.

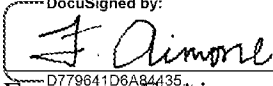
4. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights or the Work Product, as the case may be, in the name of Assignee, as the Assignee is entitled to the entire interest therein. Assignor does further consent to the recordation of the assignment of the Patents to the Assignee pursuant to this Agreement with the United States Patent and Trademark Office.

5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper and advisable under applicable laws and regulations to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreement or understanding between the parties. This Agreement may be executed in multiple counterparts, each of which will have the standing and dignity of an original, but all of which constitute but one instrument. This Agreement may be amended, modified or supplemented only by a written instrument signed by all of the parties hereto. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Patent Rights and Intellectual Property Assignment Agreement as of the Effective Date.

INDUCTION FOOD SYSTEMS, INC.

By:  _____
D779641D6A84435
Francesco E. Aimone
President

PROVE IT L.L.C.

By: _____
George D. Sadler, PhD
Member and Manager

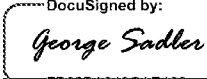
George D. Sadler, PhD

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INDUCTION FOOD SYSTEMS, INC.

By: _____
Francesco E. Aimone
President

PROVE IT L.L.C.

By:  _____
George D. Sadler, PhD
Member and Manager

 _____
George D. Sadler, PhD

EXHIBIT A

WORK PRODUCT

All ideas, concepts, works, data, software, documentation, materials, patents, trademarks, object and source code and all other works and/or materials, including all Intellectual Property therein, related to Assignee's prototypes, products, services and/or Assignee's business as currently conducted and as contemplated to be conducted pursuant to Assignee's business plan or otherwise, including, but not limited to:

- *Patents, trade secrets, and know-how related to induction heating.*

EXHIBIT B

Assigned Patents

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
8766149	United States	Oct 29, 2009	"Device for magnetic heat induction and exchange to mobile streams of matter" George D. Sadler

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