# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4811299

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                     | Execution Date |
|--------------------------|----------------|
| GREGORY ALBERT OUZOUNIAN | 02/06/2018     |

## **RECEIVING PARTY DATA**

| Name:           | MARACUJA VENTURES LLC |
|-----------------|-----------------------|
| Street Address: | 5695 ALPINISTA CIRCLE |
| City:           | RENO                  |
| State/Country:  | NEVADA                |
| Postal Code:    | 89511                 |

# **PROPERTY NUMBERS Total: 2**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 8224764 |
| Patent Number: | 9087300 |

#### **CORRESPONDENCE DATA**

**Fax Number:** (877)380-9140

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.

**Phone:** 5103151974

**Email:** greg@alluviam.com

Correspondent Name: GREGORY ALBERT OUZOUNIAN
Address Line 1: 4061 E. CASTRO VALLEY BLVD #224
Address Line 4: CASTRO VALLEY, CALIFORNIA 94552

| NAME OF SUBMITTER: GREG OUZOUNIAN |  |  |  |
|-----------------------------------|--|--|--|
| SIGNATURE:                        | /GAO/  |  |  |
| DATE SIGNED:                      | 02/06/2018   |  |  |
|                                   | This document serves as an Oath/Declaration (37 CFR 1.63). |  |  |

## **Total Attachments: 3**

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PATENT 504764571 REEL: 044841 FRAME: 0187

## ASSIGNMENT AND ACCEPTANCE

|              |  |  | day of June, 201 |  |
|--------------|--|--|------------------|--|
| ASSIGNMENT A |  |  |                  |  |
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WHEREAS, Alluviam, LLC, ("Alluviam") a California limited liability company has offered to transfer intellectual property (the "Asset"), which is more particularly described herein below, to the capital of Maracuja Ventures, LLC, a Nevada limited liability company (the "Company"); and

WHEREAS, in exchange for such transfer, the members of record of Alluviam shall receive prorated purchase warrants in the Company upon the beneficial disposition of any asset sale or licensing agreements achieved by the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

# Assignment.

- (a) The Assignor hereby assigns, transfers, conveys and delivers to the Company, and the Company hereby accepts and takes from the Assignor, all of the Assignor's right, title and interest in and to the Asset.
- (b) For all purposes hereof, the term "Asset" or "Assets" shall mean the entire and exclusive right, title and interest in and to the following inventions:
- (i) Patents relating to <u>Hazardous Materials Decision Support System</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on May 12, 2003 as Provisional Application Number 60/469272, subsequent application 10/843757 and the granted US patents known as US 7,542,991 (June 2, 2009).
- (ii) Patents relating to <u>Hazardous Materials Decision Support System</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as CIP Number 12/316181, and the granted US patents known as US 7860893 (with a priority date of May 12, 2003).
- (iii) Patents relating to <u>Hazardous Materials Decision Support System</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as Divisional application Number 12/193647, and the granted US patents known as US 7933879 B2 issued April 26, 2011 (with a priority date of May 12, 2003).
- (iv) Patents relating to <u>Hazardous Materials Decision Support System</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as CIP application Number 10/922347, and the granted US patents known as US 8,190,443 issued January 31, 2012 (with a priority date of May 12, 2003).
- (v) Patents relating to <u>Hazardous Materials Decision Support System</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as CIP application Number 13/050899,

PATENT REEL: 044841 FRAME: 0188 and the granted US patents known as US 8,600,959 issued December 3, 2012 (with a priority date of May 12, 2003).

- (vi) Patents relating to <u>HME Mixtures</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as application Number 12/455345, and the granted US patents known as US 8,224,764 issued July 17, 2012 (with a priority date of June 1, 2009).
- (vii) Patents relating to <u>HME Mixtures</u>, which the Assignor has caused an application for United States Letters Patent to be prepared and filed in the United States Patent and Trademark Office on December 9, 2008 as CIP application Number **13/507402**, and the granted US patents known as US 9,087,300 issued July 21, 2015 (with a priority date of June 1, 2009).
- (c) Such rights, titles and interest shall also consist of, with respect to the United States, the application and any and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations and extensions thereof, including the right to file applications and obtain patents for the invention, in the name of the Company, in the United States and all other countries of the world and including all applications claiming priority therefrom and all rights of priority in all countries of the world under the terms of any applicable international convention. It is hereby understood and agreed that the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention or any patents resulting therefrom to the Company.
- (d) With respect to the assignment described herein, the Company shall hold, exercise and enjoy all the rights, powers, privileges and advantages arising from and pertaining to the Asset, for its sole and exclusive use and benefit, in as ample and beneficial a manner as the Assignor might or could have held and enjoyed the same, if this assignment had not been made.
- Acceptance. The Company hereby accepts and takes the Asset subject to any liabilities (fixed or contingent) encumbering or otherwise attributable to the Asset.
- 3. Representations and Warranties. The Assignor hereby warrants and represents that: (a) he has good and marketable title in and to the Asset; (b) no other party has any right, title or interest therein, except for Greg A. Ouzounian (collectively as the controlling member of Alluviam); (c) no assignment, transfer, conveyance or sale of any interest in the Asset (or any of them) has been made by Assignor; and (d) the Asset is not subject to any mortgage, security interest, lien, charge or other encumbrance. The Assignor further warrants and represents that he has full and entire right, power and authority to assign, transfer, convey and deliver, absolutely and forever, the Asset and that he will defend title thereto against the claims of any and all persons.
- 4. <u>Covenants</u>. The Assignor covenants that he will execute and deliver to the Company any and all patent applications, assignments, any other documents necessary to perfect such patent rights, other certificates, documents of title and other instruments of conveyance as shall be reasonably requested by the Company to vest in the Company good and marketable title to the Asset.
- 5. <u>Complete Assignment.</u> Notwithstanding any other provision hereof, this Assignment and Acceptance (together with any separate assignment forms required by law and together with the Assignment and Acceptance executed by the Assignor) shall, and does, constitute the complete assignment, conveyance and transfer by the Assignor of the Asset to the Company.

# 6. Miscellaneous.

- (a) This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings between the parties hereto in respect of the transactions contemplated herein.
- (b) The construction, validity and interpretation of this Agreement shall be governed by the laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule whether of the State of Nevada or otherwise.
- (c) The headings of this Agreement are for convenience only and do not constitute a part of this Agreement.
- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (e) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns,

This Assignment and Acceptance has been executed by the Assignor and the Company as of the date first above written.

ASSIGNOR:

AVauthorized representative of

Alluyfam, LLC

a California Limited Liability Company

2-5-2019

COMPANY:

Maracuja Ventures, LLC, a Nevada Limited Liability Company

Name: Gree A Ouzounian

Title: Member

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REEL: 044841 FRAME: 0190