

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4835020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2013
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
STEVEN W. GOLDSTEIN	02/19/2018
JORDAN COHEN	02/19/2018

RECEIVING PARTY DATA

Name:	PERSONICS HOLDINGS, INC.
Street Address:	4800 N. FEDERAL HWY
Internal Address:	STE. A 205
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33431

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	14007482
Application Number:	61516026
PCT Number:	US2012030862

CORRESPONDENCE DATA

Fax Number: (561)659-6313

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: 561.671.3608

Email: peter.chiabotti@akerman.com, ip@akerman.com

Correspondent Name: PETER A. CHIABOTTI

Address Line 1: 777 SOUTH FLAGLER DRIVE

Address Line 2: SUITE 1100 WEST

Address Line 4: WEST PALM BEACH, FLORIDA 33401

NAME OF SUBMITTER:	PETER A. CHIABOTTI
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	02/22/2018

Total Attachments: 5

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Nunc Pro Tunc Patent Assignment

This Patent Assignment ("Assignment") is entered into, by and among, Steven W. Goldstein ("Goldstein"), Jordan Cohen ("Cohen," Goldstein and Cohen, "Assignor") and Personics Holdings, Inc., Delaware corporation with an address of 4800 N. Federal Hwy, Ste. A 205, Boca Raton, FL 33431 (the "Company," and Assignor, the "Parties"). The Assignment is effective as of September 30, 2013 ("Effective Date").

Recitals

A. Assignor signs this Assignment now to confirm and document assignment of all rights to the Company as intended and as of September 30, 2013.

B. Assignor desires to convey, transfer, and assign to the Company any and all rights in the Patents, as defined below, and the Parties have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

C. The Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to the Company, and the Company hereby accepts, all of Assignor's right, title, and interest in and to all the following (collectively, "Patents"):

(a) all inventions and discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures, including the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to

record and register this Assignment upon request by the Company. Following the date hereof, upon the Company's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignor, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document and may be executed by means of facsimile, e-mail, or other forms of electronic signature. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. The laws of the State of Florida, without giving effect to its conflicts of laws principles, shall govern all matters arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement thereof.

**[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ASSIGNOR

STEVEN W. GOLDSTEIN

By: Steve Goldstein

Name: Steven W. Goldstein

ASSIGNOR

JORDAN COHEN

By: _____

Name: Jordan Cohen

COMPANY

PERSONICS HOLDINGS, INC.,
a Delaware corporation

By: Steve Goldstein

Name: Steven W. Goldstein

Title: CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

ASSIGNOR

STEVEN W. GOLDSTEIN

By: _____

Name: Steven W. Goldstein

ASSIGNOR

JORDAN COHEN

By:  _____

Name: Jordan Cohen

COMPANY

PERSONICS HOLDINGS, INC.,
a Delaware corporation

By: _____

Name: Steven W. Goldstein

Title: _____

44134371

Schedule 1 -- Assigned Patents And Patent Applications

United States

Serial No.	Filing Date	Title
14/007,482	9/25/2013	Methods And Systems For Searching Utilizing Acoustical Context
PCT/US12/30862	3/28/2012	Methods And Systems For Searching Utilizing Acoustical Context
61/516,026	3/28/2011	Methods And Systems For Searching Utilizing Acoustical Context