

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4910073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONE FACTOR HOLDINGS, LLC	01/03/2018
RECEIVING PARTY DATA	
Name:	SOTERIA SERVICES LLC
Street Address:	1122 NASHUA STREET
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15573399
CORRESPONDENCE DATA	
Fax Number:	(713)528-1202
<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:	713-528-1200
Email:	paralegal@jlsalazar.com
Correspondent Name:	THE JL SALAZAR LAW FIRM, PLLC
Address Line 1:	P.O. BOX 131004
Address Line 4:	HOUSTON, TEXAS 77219
ATTORNEY DOCKET NUMBER:	RD0001-PCT-US
NAME OF SUBMITTER:	JL JENNIE SALAZAR
SIGNATURE:	/JL Jennie Salazar/
DATE SIGNED:	04/11/2018
Total Attachments: 8	
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ASSIGNMENT AGREEMENT

This agreement ("Assignment Agreement") is effective on the 31st day of December, 2017, between One Factor Holdings, LLC, a limited liability company duly formed and existing under the laws of the state of Texas, having a place of business at 10801 Hammerly Blvd., Suite 220, Houston, Texas 77043 (hereinafter referred to as "Assignor"), and Soteria Services LLC, a limited liability company duly formed and existing under the laws of Texas, having a place of business at 1122 Nashua Street, Houston, TX 77008 ("Assignee"). Each of the above is hereinafter also referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has certain patent applications listed in Exhibit A ("Filed Patent Applications"); and

WHEREAS, Assignor wishes assign to Assignee and Assignee wishes to receive such Filed Patent Applications and associated rights;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms used in this Assignment Agreement shall have the following meanings:

a. "Assigned Patent Applications" means (i) the Filed Patent Applications, (ii) all national stage applications and patents issuing therefrom in any country, jurisdiction or region throughout the world, (iii) all divisional, continuation, continuation-in-part, renewal, reissue and reexamination applications and patents related or corresponding thereto, (iv) all patents and patent applications based upon the Filed Patent Applications, and (v) all patents or reexamination certificates issuing from any of said divisional, continuation-in-part, renewal, reissue, reexamination, or other patent applications claiming priority to the Filed Patent Applications or any subsequent patents or applications claiming priority to the Filed Patent Applications.

b. "Patent Documents" means the assignment document attached as Exhibit "B".

2. **Assignment.** In consideration for the one-time payment of \$2,000 by Assignee, Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Assigned Patent Applications, and all rights and privileges related thereto, including without limitation all associated know-how and rights to sue others for past, present, and future acts of infringement of the Assigned Patent Applications, and to retain all revenues received from others for past, present and future acts of infringement of the Assigned Patent Applications.

3. **Authorization to Patent and Trademark Offices.** Assignor hereby authorizes and requests the appropriate offices in all patent and trademark offices around the world, wherever Assignee in its sole discretion chooses to prosecute the Assigned Patent Applications, to issue to Assignee any and all patents or intellectual or industrial property rights that may be granted upon

applications forming a part of the Assigned Patent Applications and to index signed Assignments attached as Exhibit "B" to this Assignment Agreement against any and all of such patents and patent applications forming a part of the Assigned Patent Applications.

4. **Waiver of Rights.** Assignor hereby waives any and all rights against the Assigned Patent Applications and releases Assignee from any from any claims against Assignee relating to the Assigned Patent Applications.

5. **Representations, Warranties and Indemnifications.** Assignor represents and warrants that:

a. Exhibit A is a true and complete list of all patents, patent applications and technologies for or in which Assignor has sought patent protection or created improvements to technologies owned in whole or in part by Assignee.

b. Assignor has full legal right, power and authority to enter into and perform the transactions contemplated by this Assignment Agreement, without need for any approval, license, or notice to any other person or entity.

c. The execution, delivery and performance of this Assignment Agreement, and the consummation by Assignor of the transaction contemplated herein, have been duly authorized by all necessary actions.

6. **Further Assurances.** Assignor further agrees for itself, its successors, assigns, and legally bound predecessors, without further consideration to Assignor but at Assignee's expense, to make all lawful oaths, execute the Patent Documents and any further legal documents, including any further assignments, consents and other documentation, such as individual assignments for recordation in the U.S. and foreign patent offices and will complete all steps necessary to effectuate and register the assignment of the same, and to perform all acts that may be necessary to complete the assignment of Assignor's interest in and to the Assigned Patent Applications or in support of any effort by Assignee to establish, perfect, defend, or enforce its rights acquired pursuant to this Assignment Agreement through prosecution of governmental filings, regulatory proceedings, litigation, or other means.

7. **Choice of Law; Jurisdiction.** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles thereof relating to conflicts of laws. The Courts of Texas shall have exclusive jurisdiction to settle any dispute arising in connection with the creation, interpretation or performance of this Assignment Agreement, notwithstanding cases of multiple defendants or third party proceedings.

8. **Integration; Controlling Agreement.** This Assignment Agreement, along with the Exhibits, constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Assignment Agreement and supersedes any and all previous agreements between the Parties, whether written or oral, with respect to such subject matter. In the event of a conflict between the terms and conditions of this Assignment Agreement, the terms and conditions of this Assignment Agreement control.

9. **No Amendments.** No amendment, termination or waiver of any provision of this Assignment Agreement shall be valid unless it is in writing and signed by the Parties.

10. **Survival.** The obligations set forth in this Assignment Agreement shall survive any such termination.

IN WITNESS WHEREOF, the Parties have duly executed this Assignment Agreement by their duly authorized representatives.

One Factor Holdings, LLC

By: 

Name: John Isham

Title: Member

Date: 01/03/2018

Soteria Services LLC

By: 

Name: Jesse Burgr

Title: Member

Date: 03 JAN 18

EXHIBIT "A"

Assigned Patent Applications

Jurisdiction	Application#	Filing Date	Status
PCT	PCT/US16/30345	May 2, 2016	National Phase Entered
US Provisional	62/159881	May 11, 2015	Expired
US Non-Provisional	15/573,399	November 10, 2017	Pending
Canada	2972504	June 26, 2017	Granted
EPO	16793180.7	November 6, 2017	Pending

EXHIBIT B

PATENT DOCUMENTS - Assignment

ASSIGNMENT

WHEREAS, One Factor Holdings, LLC., hereinafter referred to as "said COMPANY A", a limited liability company duly organized and existing under the laws of the State of Texas and having a place of business at 10801 Hammerly Blvd., Suite 220, Houston, Texas 77043, is desirous of transferring its entire right, title and interest in and to any invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore for the following:

INTEGRATED ACTIVITY MANAGEMENT SYSTEM AND METHOD OF USING SAME

WHEREAS, Soteria Services LLC, hereinafter referred to as "said COMPANY B", a limited liability company duly organized and existing under the laws of the State of Texas and having a place of business at 1122 Nashua Street, Houston Texas 77008, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions, improvements, and associated know-how (the "Present Invention"), and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that the undersigned Company A, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned, transferred and conveyed, and by this assignment does sell, assign, transfer and convey, unto said COMPANY B, its successors and assigns, its entire right, title and interest throughout the world, in and to the above-described invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said Present Invention in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said Present Invention,

TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND said COMPANY A does hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY B, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY B, its successors and assigns.

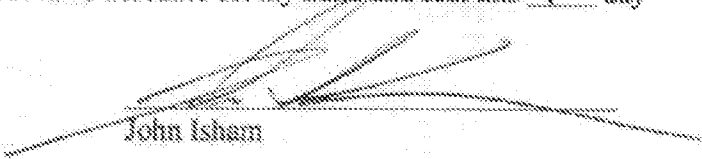
AND said COMPANY A does hereby covenant and warrant that said COMPANY A has full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that no said COMPANY A has executed or will execute any instruments in conflict herewith.

AND said COMPANY A, for the conditions aforesaid, does hereby covenant and agree to and with said COMPANY B, its successors and assigns, that the COMPANY A, his or her executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of said COMPANY B, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY B, its successors and assigns, the

entire right, title and interest in and to said Present Invention, application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

For COMPANY A:

IN WITNESS WHEREOF, I, One Factor Holdings, LLC. have hereunto set my hand and seal this 4th day of January, 2018.



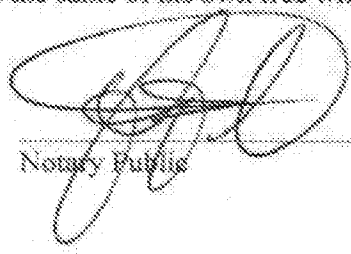
John Isham

Manager

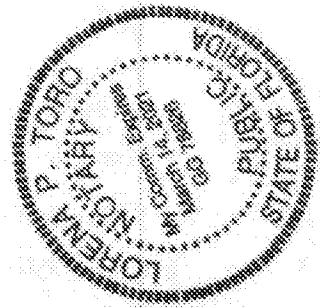
State of Florida

County of

BEFORE ME this 04th day of January, 2018, personally appeared John Isham on behalf of One Factor Holdings, LLC., known to me to be the person whose name is subscribed to and who executed the foregoing instrument, and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.




Notary Public



For COMPANY B:

IN WITNESS WHEREOF, I, Soteria Services LLC have hereunto set my hand and seal this ____ day of January, 2018.

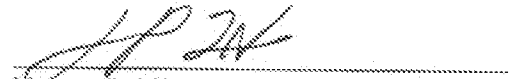

Jesse Burger
Member

State of Texas

County of Harris

BEFORE ME this 3 day of ^{January} ~~December~~, 2018, personally appeared Jesse Burger on behalf of Soteria Services LLC, known to me to be the person whose name is subscribed to and who executed the foregoing instrument, and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.




Notary Public