

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4939893

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GEORGE PAPADOPOLI	04/28/2018
	ANDREA PAPADOPOLI	04/28/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SCOTT CAUDILL	
<b>Street Address:</b>	29724 S MELLOW WIND	
<b>City:</b>	FAIR OAKS RANCH	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	78015	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8453996	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	503-319-4089	
<b>Email:</b>	PAPADOPOLIANDREA@GMAIL.COM	
<b>Correspondent Name:</b>	ANDREA & GEORGE PAPADOPOLI	
<b>Address Line 1:</b>	10 LUCE DEL SOLE UNIT 2	
<b>Address Line 4:</b>	HENDERSON, NEVADA 89011	
<b>NAME OF SUBMITTER:</b>	ANDREA PAPADOPOLI	
<b>SIGNATURE:</b>	/Andrea Papadopoli/	
<b>DATE SIGNED:</b>	05/01/2018	
<b>Total Attachments: 4</b>		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of April 28th, 2018, is made by George Papadopoli and Andrea Papadopoli (collectively, "Sellers"), U.S. citizens, located at 10 Luce Del Sole #2, Henderson, Nevada 89011, in favor of Scott Caudill ("Buyer"), a U.S. Citizen located at 29724 S Mellow Wind, Fair Oaks Ranch, TX 78015, the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement between Buyer and Sellers, dated as of April 28<sup>th</sup>, 2018 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1) Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title, and interest in and to the following (the "Assigned Patent"):
  - a) the "Wheel-anchored display barrier" U.S. Patent Number 8,453,996 issued on June 4, 2013 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patent");
  - b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - 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, 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. Sellers hereby authorize the Commissioner for Patents 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 Patent Assignment upon request by Buyer. Following the date hereof, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patent to Buyer, or any assignee or successor thereto. If Sellers cannot provide such cooperation and assistance due to

incapacity or death, Sellers grant to Buyer a limited power of attorney to execute any affidavits, declarations, oaths, exhibits, assignments or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patent to Buyer, or any assignee or successor thereto.

- 3) Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Patent. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4) Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5) Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6) Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Patent Assignment as of the date first above written.

George Papadopoli

By: [Signature]

ACKNOWLEDGMENT

STATE OF NEVADA

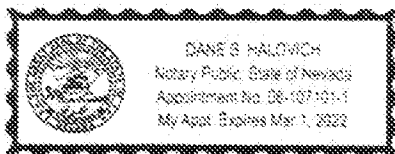
COUNTY OF CLARK

)  
) SS.  
)

On the 28 day of APRIL, 2018, before me personally appeared George Papadopoli, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: DANE S. HALOVICH

My Commission Expires: 03-01-2022



Andrea Papadopoli

By: [Signature]

ACKNOWLEDGMENT

STATE OF NEVADA

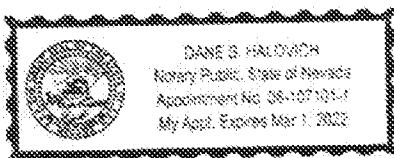
COUNTY OF CLARK

)  
) SS.  
)

On the 28 day of APRIL, 2018, before me personally appeared Andrea Papadopoli, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same, and acknowledged the instrument to be her free act and deed for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: DANE S. HALOVICH

My Commission Expires: 03-01-2022



[Signature Page to Patent Assignment]

AGREED TO AND ACCEPTED:

[•]

By: 

Name: Scott Caudill

Title: President

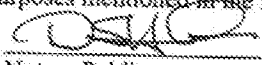
ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ <sup>NEVADA</sup>

COUNTY OF ~~DEKAR~~ <sup>CLARK</sup>

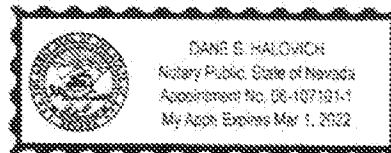
)  
SS.  
)

On the 28 day of April, 2018, before me personally appeared Scott Caudill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of [•], and acknowledged the instrument to the free act and deed of [•] for the uses and purposes mentioned in the instrument.

  
Notary Public

Printed Name: DANE S. HALOWICH

My Commission Expires: 03-01-2022



[Signature Page to Patent Assignment]