

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VANN BASINGER	05/21/2018
GERALD LARER	05/21/2018
RECEIVING PARTY DATA	
Name:	AKOLOUTHEO, LLC
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State/Country:	TEXAS
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7088239
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<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>	
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SIGNATURE:	/Kenneth Thomas Emanuelson/
DATE SIGNED:	06/05/2018
Total Attachments: 4	
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source=Akoloutheo Patent Assignment#page4.tif	

EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT [**Agreement**], is made and entered into this 21st day of May, 2018 [**Effective Date**], by and between:

- 1) Vann Basinger, an individual residing in the State of Oregon [**Assignor 1**];
- 2) Gerald Larer, an individual residing in the State of Oregon [**Assignor 2**];

collectively referred to as [**Assignors**]; and

- 3) Akoloutheo, LLC, a Texas limited liability company organized under the laws of the State of Texas [**Assignee**].

The Assignors and Assignee may each be referred to individually as a [**Party**] and collectively as the [**Parties**].

WHEREAS, Assignors are the owners of all rights, title and interest in and to the inventions [**Inventions**] as described and claimed in the United States and foreign patents and patent application as listed on Schedule 1 (United States patent properties) and Schedule 2 (foreign patent properties) hereto [**collectively Patents**];

WHEREAS, Assignors and Assignee have agreed by a Patent Purchase Agreement [**PPA**] dated May 21, 2018, by and between Assignors and Assignee, the terms of which provide the basis and consideration for this Agreement, that Assignors shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the PPA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Each of the above-named Assignors hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be


applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Each of the above-named Assignors hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Each of the above-named Assignors agrees that, whenever reasonably requested by Assignee and at Assignee's expense, that Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Each of the above-named Assignors authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from that Assignor.
5. Each of the above-named Assignors hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor 1

By: 
Name: Vann Basinger
Title: Inventor

Assignor 2

By: 
Name: Gerald Larer
Title: Inventor

Assignee
By: 
Name: Rochelle Burnis
Title: President, Akoloutheo, LLC

SCHEDULE 1 TO EXHIBIT B
UNITED STATES PATENT PROPERTIES

United States Patent Nos.:

7,088,239

United States Patent Application Nos.:

None.

SCHEDULE 2 TO EXHIBIT B
FOREIGN PATENT PROPERTIES

Foreign Patent Nos.:

Canadian Pat. No.: 2498965

Foreign Patent Application Nos.:

None.