504964361 06/18/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5011107

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY D	ATA		
		Name	Execution Date
GUSTAVO HERRERA			11/14/2013
RECEIVING PARTY DA			
Name: SMARTHUD, INC.			
Street Address:	500 CUMMINGS CENTER		
Internal Address:	SUITE 3500		
City:	BEVERLY		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Property Type Application Number:		Number 15918516	
Application Number:		15918516	
Application Number:	1	5918516	
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ASSIGNMENT OF INTANGIBLE ASSETS TO SMARTHUD, INC.

THIS ASSIGNMENT OF INTANGIBLE ASSETS (this "Instrument") dated as of November 14, 2013, is made and delivered by MICHAEL AMARU, GUSTAVO HERRERA, and PAUL SOUCY (the "<u>Inventors</u>"). (Michael Amaru, Gustavo Herrera, and Paul Soucy are referred to herein together as the "Inventors".) SmartHUD, INC. (the "<u>Assignee</u>") is a Delaware corporation, whose sole shareholders before the closing of a private placement on or about November 14, 2013 are the Inventors, and is also a party to this Instrument. The purpose of this Instrument is to confirm ownership of the Intangible Assets in Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Inventors hereby sell, assign, contribute to capital, transfer, convey, and deliver to the Assignee and the Assignee's successors and assigns all right, title, and interest of the Inventors in all of the following intangible assets, and they represent and warrant that title to all of the following intangible assets (the "<u>Intangible Assets</u>") is being transferred to SmartHUD, Inc. free and clear of any lien, claim, restriction, security interest, or encumbrance whatsoever:

- (i) the SmartHUD technology, including without limitation all related hardware, software, code, technical data, drawings, trade secrets, proprietary know-how, prototypes, confidential information, and the like for use in all fields (the "Technology"); and
- (ii) all United States, international, and foreign patents, trademarks, and copyrights, and any applications therefor, filed either previously or in the future, and covering any aspect of the Technology or used in association therewith;
- (iii) the following website and domain name: www.smarthudsystem.com;
- (iv) all permits, franchises, approvals, authorizations, consents, licenses, accreditations, and registrations in respect of the Technology and related business (the "Business");
- (v) all inventions, discoveries, improvements, processes, formulae (secret or otherwise), data engineering, technical and shop drawings, research and test marketing information, specifications, goodwill, trade secrets, knowhow and ideas utilized in connection with the Technology and Business (including those in the possession of third parties, but which are the property of the Assignee or any of the Inventors), licenses and other similar agreements, and all drawings, records, books or other indicia, however evidenced, of the foregoing;

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- all rights and incidents of interest of the Assignee or any of (vi) the Inventors in and to the contracts, executory contracts, undertakings, agreements, understandings, commitments, and engagements, written or oral, relating to the Technology or Business;
- all products and product ideas, product lines, product (vii) improvements, and product technology of the Business whether now being or heretofore researched and developed by or at the direction of the Assignee or any of the Inventors and all products previously researched, developed, or sold by the Business but now discontinued or on hold; and
- (viii) all rights to grant a license or franchise to any of the foregoing.

IN WITNESS WHEREOF and under penalty of perjury, the Inventors and SmartHUD, Inc. have caused this Instrument to be duly executed this fourteenth day of November, 2013.

INVENTORS: Michael Amaru Gustavo Herrera

Paul Soucy

SMARTHUD, INC., a Delaware corporation

By:

Title: CEO

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