

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELEPATHY LABS, INC.	06/12/2018
RECEIVING PARTY DATA	
Name:	TELEPATHY IP HOLDINGS
Street Address:	P.O. BOX 309, UGLAND HOUSE
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15805964
Patent Number:	9842299
CORRESPONDENCE DATA	
Fax Number:	(617)832-7000
<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:	(617) 832-1268
Email:	patentdocketing@foleyhoag.com, dmahoney@foleyhoag.com
Correspondent Name:	FOLEY HOAG LLP
Address Line 1:	155 SEAPORT BOULEVARD
Address Line 4:	BOSTON, MASSACHUSETTS 02210-2600
ATTORNEY DOCKET NUMBER:	TLT-00101-AND-102-4
NAME OF SUBMITTER:	DENISE M. MAHONEY
SIGNATURE:	/Denise M. Mahoney/
DATE SIGNED:	07/06/2018
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is made effective as of January 1, 2018 by and between Telepathy Labs, Inc., a Delaware corporation headquartered, with its principal place of business at 3001 North Rocky Point Drive East, Suite 200 Tampa, FL 33607 (hereinafter "Assignor") and Telepathy IP Holdings, a Cayman Islands exempt corporation, with its principal place of business at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands (hereinafter "Assignee"), each individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS, Assignor owns Patent and Patent Applications listed on attached Schedule 1; and

WHEREAS, Assignee desires to receive from Assignor assignments to the Assigned Patent and Patent Applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, all of Assignor's entire right, title and interest, in and to the Patent and Patent Applications listed on attached Schedule 1 (the "Assigned Patent and Patent Applications") and all applications claiming priority therefrom and all continuing, divisional, and continuation-in-part applications thereof; all patents issuing from any of the foregoing and all requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; all inventions and discoveries described in any of the foregoing (the "Inventions"); and all rights to apply in any country for any foreign counterpart, certification of invention or other governmental grant or issuance corresponding to any of the foregoing throughout the world and the right to claim for the same the priority rights 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 forms of industrial property protection, including without limitation, patents, utility models, inventor's certificates and designs which may be granted for said Inventions in any country or countries and all extension, renewals and reissues thereof (all of the foregoing being hereinafter collectively referred to as the "Patent Rights"), the same to be held and enjoyed by Assignee for its own use and enjoyment, to the end of the term or terms for which the Patent Rights are granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to sue for and collect damages and profits, due or accrued, relating to any of the Patent Rights, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions of the Patent Rights in the sole name of Assignee. The assignment of the Assigned Patent and Patent Applications includes all documents related to the conception, diligence and reduction to practice of the Inventions, and all domestic and international patent filing documents. Notwithstanding

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anything to the contrary herein, if and to the extent there are any immaterial transcription, typographical or other similar errors in the information provided on Schedule 1, any such errors shall not affect the assignment of the Assigned Patent and Patent Applications.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the empowered officials of any other applicable offices, authorities, authorized agents, and governments to issue or transfer all said Assigned Patent and Patent Applications to Assignee, as assignee thereof, or otherwise as Assignee may direct.

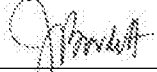
Assignor hereby agrees to execute all documents and take all other actions as may be necessary to effect the assignments and transfers set forth in this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the day and year first above written.

Telepathy Labs, Inc. (As Assignor)

Telepathy IP Holdings (As Assignee)

By: 

By: Ronald Pollack

Name: Josselyn Boudett

Name: Ronald Pollack

Title: CEO

Title: Director

Date: June 12, 2018

Date: June 12, 2018

**SCHEDULE 1 TO PATENT ASSIGNMENT AGREEMENT
ASSIGNED PATENT AND PATENT APPLICATIONS**

Jurisdiction	Application Number	Patent Number	Filing Date	Application Title
US	13358004	9842299	1/25/2012	Distributed, Predictive, Dichotomous Decision Engine for an Electric Personal Assistant
US	15805964		11/7/2017	Distributed, Predictive, Dichotomous Decision Engine for an Electric Personal Assistant