PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5091849

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN P. KEADY	07/16/2018

RECEIVING PARTY DATA

Name:	PERSONICS HOLDINGS, INC.	
Street Address:	4800 N. FEDERAL HIGHWAY, STE A 205	
City:	BOCA RATON	
State/Country:	FLORIDA	
Postal Code:	33431	
Name:	PERSONICS HOLDINGS, LLC	
Name: Street Address:	PERSONICS HOLDINGS, LLC 4800 N. FEDERAL HIGHWAY, STE A 205	
Street Address:	4800 N. FEDERAL HIGHWAY, STE A 205	
Street Address: City:	4800 N. FEDERAL HIGHWAY, STE A 205 BOCA RATON	

PROPERTY NUMBERS Total: 17

Application Number:	61152545
Application Number:	61176013
Application Number:	13425743
Application Number:	13653546
Application Number:	13917079
Application Number:	14017711
Application Number:	14054015
Application Number:	14827332
Application Number:	15700511
PCT Number:	US2007069382
PCT Number:	US2009048869
PCT Number:	US2009049696
PCT Number:	US2009056673
PCT Number:	US2009057074
PCT Number:	US2009057751

PATENT REEL: 046610 FRAME: 0790

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Property Type	Number
PCT Number:	US2010024308
PCT Number:	US2010024312

CORRESPONDENCE DATA

Fax Number: (561)659-6313

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.

Phone: 561-653-5000

Email: angela.martin@akerman.com

Correspondent Name: AKERMAN LLP

Address Line 1: 777 S. FLAGLER DR., STE 1100 WEST TOWER

Address Line 4: WEST PALM BEACH, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	0329915	
NAME OF SUBMITTER:	PETER A. CHIABOTTI	
SIGNATURE:	/Peter A. Chiabotti/	
DATE SIGNED:	08/10/2018	

Total Attachments: 4

source=11472-0 Patent Assignment-John P. Keady to Personics Inc. & LLC (Executed)#page1.tif source=11472-0 Patent Assignment-John P. Keady to Personics Inc. & LLC (Executed)#page2.tif source=11472-0 Patent Assignment-John P. Keady to Personics Inc. & LLC (Executed)#page3.tif source=11472-0 Patent Assignment-John P. Keady to Personics Inc. & LLC (Executed)#page4.tif

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ASSIGNMENT

This Assignment ("Assignment") is made and entered into, by and among, John P. Keady, an individual ("Assignor"), Personics Holdings, Inc., a Delaware corporation, with an address of 4800 N. Federal Hwy, Ste. A 205, Boca Raton, FL 33431 ("Corporation"), and Personics Holdings, LLC, a Delaware limited liability company, with an address of 4800 N. Federal Hwy, Ste. A 205, Boca Raton, FL 33431 ("LLC," Corporation and LLC, collectively, "Assignees"). LLC, Corporation and Assignor may be referred to herein individually as a "Party" or jointly as the "Parties."

RECITALS

- A. Assignor is listed as an inventor for the patents and patent applications, and all inventions disclosed therein, as set forth and identified on <u>Schedule 1</u> hereto (collectively, "<u>Assigned Patents</u>"), and has the full right to make the conveyance herein;
- B. Assignor signs this Assignment now to confirm and document assignment of all rights in the Assigned Patents to Assignees. The Assignees wish to acquire, and Assignor wishes to transfer to Assignees, Assignor's entire right, title and interest in and to the Assigned Patents; and
- C. The Parties desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.
- Assignment of Patents. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignees, their successors and assigns, all of its world-wide right, title, and interest, in, to, and under the Assigned Patents, including, but not limited to, all inventions disclosed in the Assigned Patents and all benefits, privileges, causes of action, and remedies relating to such Assigned Patents, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals, divisions, reissues, continuations, continuation-in-parts, extensions thereof, and any applications claiming priority thereto, in accordance with 35 U.S.C. §261, (b) the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries, (c) all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including but not limited to, equitable and injunctive relief ensuing from past, present and future infringement of Assigned Patents, (d) grant licenses or other interests therein and (e) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

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- 3. <u>Representations and Warranty</u>. Assignor represents and warrants that Assignor has the ability to convey all rights and interests herein assigned, and that Assignor has not licensed, encumbered, assigned, transferred, conveyed, or pledged to any person or entity, the Assigned Patents.
- 4. <u>Further Assurances.</u> Assignor shall execute any instruments or documents and perform all other acts reasonably necessary or appropriate, in the reasonable discretion of the Assignees, by Assignees to further evidence the intent and purpose of this Assignment.
- 5. <u>Entire Agreement</u>. This Assignment, together with Schedule 1, constitutes the sole and entire agreement of the Parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 6. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> The laws of the State of Florida, without giving effect to its conflicts of laws principles, shall govern all matters arising out of, in connection with, or relating to this Assignment including, without limitation, the validity, interpretation, construction, performance, and enforcement thereof.
- 8. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

ASSIGNOR John P. Keady

Name: John P. Keady

ASSIGNEES

Personies Holdings, Inc.

By: Steve Goldstein
Name: Steven Wayne Goldstein

Title: CEO

Dated: August 3, 2018

Personics Holdings, LLC

By: Steve Goldstein Name: Steven Wayne Goldstein

Title: CEO

Dated: August 3, 2018

Schedule 1

Assigned Patents

Application No.	Filing Date
PCT/US2007/069382	22-Jun-07
61152545	13-Feb-09
61176013	6-May-09
PCT/US2009/048869	26-Jun-09
PCT/US2009/049696	6-Jul-09
PCT/US2009/056673	11-Sep-09
PCT/US2009/057074	16-Sep-09
PCT/US2009/057751	22-Sep-09
PCT/US2010/024308	16-Feb-10
PCT/US2010/024312	16-Feb-10
13425743	21-Mar-12
13653546	17-Oct-12
13917079	13-Jun-13
14017711	4-Sep-13
14054015	15-Oct-13
14827332	17-Aug-15
15700511	11-Sep-17

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RECORDED: 08/10/2018

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