# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
EZUNIVERSE INC.	08/15/2018

## **RECEIVING PARTY DATA**

Name:	DTT ACQUISITION CORP.	
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## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Application Number:	62059419	
Application Number:	15515276	

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NAME OF SUBMITTER:	BRIAN E. REESE
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	08/21/2018

## **Total Attachments: 4**

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PATENT 505053799 REEL: 046647 FRAME: 0126

#### ASSIGNMENT OF PATENTS AND APPLICATIONS FOR PATENTS

This Assignment of Patents and Applications for Patents (this "Patent Assignment") is made and entered into as of August 15, 2018, by and between EZUniverse Inc., a Delaware corporation ("Assignor"), and DTT Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner, by assignment or otherwise, of the patents and applications for patents set forth on <u>Schedule A</u> hereto (the "**Patents**");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement pursuant to which Assignor has agreed to transfer, or cause to be transferred, certain assets and liabilities to Assignee (the "Asset Purchase Agreement"), including the Patents; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Sale and Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the Patents, to be held and enjoyed by Assignee to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and sale not been made.
- 2. Further Assurances. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requested by Assignee and reasonably required in connection with the prosecution, assignment, enforcement and disclaimer of each and every Patent and each and every patent application based upon the Patents, without further compensation, and Assignor hereby assigns to Assignee all rights to sue for infringement, including past infringement if any, of any Patent or patent based upon or corresponding to the Patents. Assignor hereby authorizes and requests the officials of all countries in which the Patents are now or in the future will be issued to issue to Assignee all of Assignor's right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.
- 3. **Modification**. No provision of this Patent Assignment may be amended or modified except by a written instrument signed by the parties hereto.
- 4. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.
- 5. Miscellaneous. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of

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Delaware, without regard to its conflicts of law provisions. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

EZUNIVERSE INC

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dszek James

Title:

Chief Executive Officer

ASSIGNEE:

DTT ACQUISITION CORP.

By:

Name:

Michael C

Title:

Chief Executive Officer

[Signature Page to Assignment of Patents and Patent Applications]

# SCHEDULE A

Patent	Registration or Application Number	Jurisdiction	Date
Data Management System	2,962,213/ 62/059,419 International Application Number: PCT/US2015/054023	USA Canada	Filed: October 5,2017 International Filing Date: October 5, 2015
Data Management System	15/515,276 International Application Number: PCT/US2015/054023	USA	Filed: March 29, 2017 International Filing Date: October 5, 2015

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PATENT REEL: 046647 FRAME: 0130

**RECORDED: 08/21/2018**