

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5118114

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ACCULINES, LLC	08/29/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	APPLIED TECHNOLOGY PARTNERS, LLC	
<b>Street Address:</b>	1735 MARKET STREET	
<b>Internal Address:</b>	SUITE A486	
<b>City:</b>	PHILADELPHIA	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	19103	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9737784
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	305-397-0845	
<b>Email:</b>	mlima@cozen.com	
<b>Correspondent Name:</b>	VICTOR CASTELLUCCI	
<b>Address Line 1:</b>	SOUTHEAST FINANCIAL CENTER	
<b>Address Line 2:</b>	200 SOUTH BISCAYNE BLVD, SUITE 3000	
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131	
<b>ATTORNEY DOCKET NUMBER:</b>	429079.000	
<b>NAME OF SUBMITTER:</b>	VICTOR CASTELLUCCI	
<b>SIGNATURE:</b>	/Victor Castellucci/	
<b>DATE SIGNED:</b>	08/30/2018	
<b>Total Attachments: 6</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of August 29, 2018, is made by Acculines, LLC ("Acculines"), a Pennsylvania limited liability company, in favor of Applied Technology Partners, LLC ("ATP"), a Pennsylvania limited liability company, pursuant to that certain letter agreement of even date herewith among Acculines, ATP and each of the other parties thereto (the "Contribution Agreement"). Acculines and ATP are hereby referred to collectively as the "Parties" and individually as a "Party". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Contribution Agreement.

**WHEREAS**, under the terms of the Contribution Agreement, Acculines has transferred, conveyed, assigned and delivered to ATP, among other assets, the Contributed Intellectual Property, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, for good and valuable consideration including, without limitation, as set forth in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Acculines hereby irrevocably transfers, conveys, assigns and delivers to ATP, and ATP hereby accepts, all of Acculines's right, title, and interest in and to the following:

(a) all intellectual property, computer software, software systems and databases of Acculines, including without limitation, (i) the company names, assumed names, business names, trade names, trademarks, service marks, service names and reservations together with all applications for any of the foregoing, (ii) all registered copyrights and patents in any jurisdiction in the world together with all applications for either of the foregoing, (iii) all know-how, processes, designs, formulas, ideas, moral rights, design rights, and methodologies used in connection with the Business; (iv) advertisers list, customer lists or any similar lists, and (v) all rights in the social media accounts, internet web sites and internet domain names, in each of the above subsections (i) through (v), including, without limitation, those set forth on Schedule 1 of this Assignment (collectively, the "Contributed Intellectual Property");

(b) all other intangible property rights of Acculines related to the Contributed Intellectual Property, including all going concern value and goodwill related to, symbolized by, and/or associated with any or all of the Contributed Intellectual Property;

(c) all books and records related to the Contributed Intellectual Property;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) all rights of every kind and nature, tangible or intangible, including choses in action with respect to any Contributed Intellectual Property (including, without limitation, the right to sue for and collect damages arising out of the past, present, or

future infringement, misappropriation, or dilution of the Contributed Intellectual Property).

2. Recordation and Further Actions. Acculines hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents, in each case, in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by ATP. Following the date hereof, Acculines shall take such steps and actions, and provide such cooperation and assistance to ATP and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Contributed Intellectual Property, including the Assigned Trademarks and the Assigned Patents (as defined on Schedule 1) and Assigned Domain Names (as defined on Schedule 1) to ATP, or any assignee or successor thereto and to cause such domain names to be registered in the name of ATP with the registry set forth on Schedule 1 hereto, with ATP identified as the registrant of record for such domain names and granted administrative and technical access thereto and sole control over such domain names.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Acculines and ATP with respect to the Contributed Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Any counterpart signature page delivered by pdf, facsimile or other electronic transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of each of the parties to this Assignment and their respective successors and assigns. Acculines may not assign, in whole or in part, its or his rights or obligations under this Assignment without the prior written consent of ATP, which consent shall be in ATP's sole discretion. Any attempted assignment in violation of this Section shall be null and void and of no effect.

6. Governing Law. This Assignment shall be governed and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Acculines, by its duly authorized representative, has duly executed and delivered this Assignment as of the date first written above.

**ACCULINES, LLC**

By:   
Name: David Kliebhan  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Andrew Hatstat  
Title: Chief Financial Officer

**APPLIED TECHNOLOGY PARTNERS, LLC**

By: \_\_\_\_\_  
Name: Adam Sher  
Title: President and Chief Executive Officer

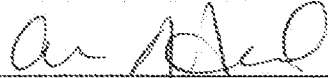
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Title: Chief Executive Officer

By:  \_\_\_\_\_

Name: Andrew Hatstat

Title: Chief Financial Officer

**APPLIED TECHNOLOGY PARTNERS, LLC**

By: \_\_\_\_\_

Name: Adam Sher

Title: President and Chief Executive Officer

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Name: David Kliebhan


Title: Chief Executive Officer

By: \_\_\_\_\_

Name: Andrew Hatstat

Title: Chief Financial Officer

**APPLIED TECHNOLOGY PARTNERS, LLC**

By:  \_\_\_\_\_

Name: Adam Sher

Title: President and Chief Executive Officer

## **SCHEDULE 1**

### **Assigned Trademarks**

AccuTennis U.S. trademark, #5157416.

### **Assigned Patents**

U.S. Patent 9,737,784, "Automated Officiating and Player Development System for Sports that Utilize a Netted Court" including all relevant engineering design properties including mechanical, optical, electronic, firmware, and software (embedded, algorithms, control, and website).

### **Assigned Domain Names**

Acculines domain names and websites:

<b>Domain Name</b>	<b>Expiration Date</b>	<b>DNS Provider</b>	<b>Owner</b>
accutennis.com	2018-09-04	GoDaddy	David Kliebhan
acculines.net	2019-05-08	GoDaddy	David Kliebhan