

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5140134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JASON E. KIRSHON	09/07/2018
RECEIVING PARTY DATA	
Name:	IMPACT TECHNOLOGIES, LLC
Street Address:	84 ROCKHURST ROAD
Internal Address:	PO BOX 55
City:	CLEVERDALE
State/Country:	NEW YORK
Postal Code:	12820
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15833747
Application Number:	29612075
Application Number:	29626852
PCT Number:	US1764936
CORRESPONDENCE DATA	
Fax Number:	(518)223-0567
<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:	888-669-5515
Email:	john@techvalleypatent.com
Correspondent Name:	JOHN PIETRANGELO
Address Line 1:	TECH VALLEY PATENT, LLC
Address Line 2:	499 GLEN STREET
Address Line 4:	GLENS FALLS, NEW YORK 12801
ATTORNEY DOCKET NUMBER:	KIRSHON-004A
NAME OF SUBMITTER:	JOHN PIETRANGELO, US REG. NO. 39,331
SIGNATURE:	/John Pietrangelo/
DATE SIGNED:	09/13/2018
Total Attachments: 10	

source=Kirshon-004A-Assignment-Signed-As-Recorded#page1.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page2.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page3.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page4.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page5.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page6.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page7.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page8.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page9.tif
source=Kirshon-004A-Assignment-Signed-As-Recorded#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on September 7, 2018 (the "*Effective Date*") by Impact Technologies, LLC, a Delaware limited liability company with an address for business at P.O. Box 55 84 Rockhurst Road, Cleverdale, NY 12820 (the "*Company*"), and Jason E. Kirshon (the "*Assignor*"), an individual natural person with an address at P.O. Box 55 84 Rockhurst Road, Cleverdale, NY 12820. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to in the operating agreement of the Company (the "*Operating Agreement*"). The Company and Assignor may be referred to herein individually as a "*Party*" and, collectively, as the "*Parties*."

WITNESSETH, in consideration of the terms, conditions and obligations hereunder together with compensation paid in connection with that certain Subscription Agreement July 20, 2018 by and between the Parties hereto and to which this Agreement is attached and made a part thereof, in addition to other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment

- (a) Generally. Assignor hereby assigns to the Company exclusively throughout the world all Assignor's right, title, and interest (choate or inchoate) in and to (a) all ideas, inventions, concepts, business plans, and related work associated with the Company Purpose, as defined in the Company Operating Agreement dated January 24, 2017, for which the Company has been formed, as outlined in Schedule 1 hereto, (b) all work previously developed or produced in connection with the development of the Company's business, (c) all precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof, and (d) all copyrights, patent rights (including, without limitation, such patent rights and copyrights listed on Schedule 1 hereto), trade secret rights, trademark rights, mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing.
- (b) Prior and Subsequent Developments; Work-For-Hire; Assignment. During the course of Assignor's involvement with the Company, the Assignor and, as the case may be, Company's directors, officers, employees, agents or other representatives may, independently or in conjunction with the Company, develop information, produce Intellectual Property, work product, or achieve other results for the Company in connection with the services it performs for the Company as a director, officer, employee, independent contractor, agent or consultant thereof or otherwise. Assignor agrees that any such Intellectual Property information, work product, and other results, systems and information developed by the Assignor and/or the Company in connection with such services (hereinafter referred to collectively as the "*Work Product*") shall, to the extent permitted by law, be a "*work made for hire*" within the definition of

Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Company. In consideration of this agreement, the terms, conditions and mutual obligations created hereunder, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Company exclusively throughout the world any and all of Assignor's right, title, and interest (choate or inchoate) in and to (a) all Work Product, ideas, inventions, concepts, business plans, and related work associated with this Agreement, the Company Purpose or otherwise upon which the Assignor and the Company (or its organizers or predecessors) collaborated in relation thereto, or as otherwise outlined in Schedule 1 hereto, (b) all work previously developed or produced in connection with the development of the Company's business, (c) all precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof, and (d) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively, the "Intellectual Property").

2. Consideration

The Company agrees to issue to Assignor Units of common stock of the Company on the date of this Agreement pursuant to the provisions of that certain Subscription Agreement of even date herewith executed by the Assignor. The Company's agreement to sell to Assignor Units of common stock shall be the only consideration required to be transferred by the Company to Assignor in exchange for Assignor's assignment of the Intellectual Property to the Company.

3. Further Assurances; Moral Rights

- (a) Assignor agrees to assist the Company in every legal way to evidence, record, and perfect the assignment set forth in Section 1 of this Agreement and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend, such assigned rights. If the Company is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 3(a), Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- (b) To the extent allowed by law, the Company and Assignor acknowledge and agree that the assignment in Section 1 of this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or

the like (collectively, "*Moral Rights*"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Company; Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents, and agreements from time to time as requested by the Company.

4. Confidential Information

Assignor will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Assignor (a) can document that it is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license, or restriction, or (b) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement to be entered into by and between Assignor and the Company on or after the date of this Agreement. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty

Assignor represents and warrants to the Company that the Assignor (a) was the sole owner (other than the Company and any other individual executing an Intellectual Property Assignment Agreement with the Company on or about the date hereof) of all right, title, and interest in the Intellectual Property, (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, (e) was not acting within the scope of employment by any third party when conceiving, creating, or otherwise performing any activity with respect to anything purportedly assigned in Section 1 of this Agreement, and (f) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

6. Miscellaneous

a) Notices. Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if:

- i) delivered personally to the party or to an executive officer of the party to whom such notice, demand or other communication is directed; or
- ii) sent by registered or certified mail, postage prepaid, addressed to the party at his, her or its address set forth in this Agreement, or at such other address as may be provided, from time to time, in writing.

Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three (3) business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

b) Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made by the parties hereto, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any obligation pursuant to this Agreement or any rights and remedies pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in writing duly executed by all parties and specifically referring to each provision of this Agreement being amended thereby.

c) Confidentiality. The terms of this Agreement are confidential to the Company, and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Assignor without the Company's prior written approval; provided, however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules.

d) Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right, power, privilege or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, privilege or remedy hereunder preclude further exercise of any other right hereunder. No waiver by any party of any such right, power, privilege or remedy under this Agreement shall be effective unless made in writing duly executed by all the waiving party and specifically referring to each such right, power, privilege or remedy being waived thereby.

e) Assignment. This Agreement is not assignable or transferable by Assignor without the prior written consent of the Company; any attempt to do so shall be void. The Company, in its sole and absolute discretion, may freely assign this Agreement and any rights or property attained hereunder.

f) Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

g) Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

h) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

i) Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the internal laws of the State of Delaware, without regard to such state's conflicts of law or choice of law rules and principles.

j) Costs and Expenses. In any action or proceeding in connection with or arising under this Agreement, or to enforce the terms hereof, the substantially prevailing party in any such action or proceeding shall be entitled to recover costs and expenses from the non-prevailing party including, but not limited to, reasonable attorneys' fees.

k) Jurisdiction; Service of Process; Jury Trial Waiver. Each of the Parties hereby irrevocably consents that any action or proceeding relating to this Agreement shall be brought, at the option of the party instituting the action or proceeding, in the state court of general jurisdiction in the State of New York, County of Albany. Each of the parties waives any objection that it may have to the conduct of any action or proceeding in any such court based on improper venue or *forum non conveniens*, waives personal service of any and all process upon it, and consents that all service of process may be made by mail or courier service directed to it at the address set forth herein and that service so made shall be deemed to be completed upon the earlier of actual receipt or five (5) days after the same shall have been posted. Nothing contained in this Section 6(k) shall affect the right of any Party hereto to serve legal process in any other manner permitted by law. In any action or proceeding commenced in connection with this Agreement **each Party hereby expressly and IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.**

l) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same document. A manual signature affixed to this letter whose image shall have been transmitted via facsimile, e-mail or other customary electronic means will constitute an original signature for all purposes.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date.

THE COMPANY:

Impact Technologies, LLC

By: 

Name: Jason E. Kirshon

Title: Manager

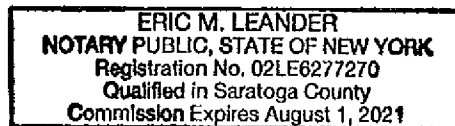
ASSIGNOR:

Jason E. Kirshon



Jason E. Kirshon, Individually





Schedule 1

Description of Intellectual Property

- 1) All ideas, inventions, concepts, product designs, business plans, software, coding, branding and related work associated with **Impact Technologies, LLC** its Company Purpose, products, software and all work previously developed or produced in connection with the same, together with all precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof; and
- 2) All copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort including, without limitation, all such rights arising from or in connection with Impact Technologies, LLC its business, products, software and the following:

Impact Technologies, LLC / "Impact Technologies"

The name of the Company and any derivations thereof including, without limitation, any trade name of the Company.

U.S. & International Patents.

Any and all existing or pending U.S. utility patents and applications and design patents and applications (together with improvements thereupon or derivatives thereof) for any and all patentable intellectual property developed for, in connection to or otherwise arising from the business of Impact Technologies, LLC, whether or not currently filed or otherwise registered with the U.S. Patent and Trademark Office (and whether provisional, non-provisional, issued, or otherwise). Such assigned U.S. and International Patent Applications shall specifically include those patent applications more particularly described and documented in **Annex A**, attached hereto and made a part hereof.

International Patents.

Any and all existing or pending international or foreign (non-U.S.) patent applications or associated rights to file such international or foreign. patent applications for any and all patentable intellectual property developed for, in connection to or otherwise arising from the business of Impact Technologies, LLC, whether or not currently filed or otherwise registered with any foreign patent office.

Trademarks.

Any and all U.S. or foreign trademarks developed for, in connection to or otherwise arising from the business of Impact Technologies, LLC, whether or not such Trademarks are currently filed or registered with any appropriate U.S. or foreign trademark office.

Software / Firmware.

Any and all mobile-device and computer software, spreadsheet models, databases, and process related files, embedded firmware, embedded design files and support documentation developed for or incorporated within the products of Impact Technologies, LLC or otherwise developed in connection with or arising from the business of Impact Technologies, LLC

- 3) All media, websites, Uniform Resource Locators (URL), ICANN registrations, marketing resources, database information and other internet, digital or non-tangible intellectual property and/or proprietary resources associated with the creation and business of Impact Technologies, LLC including, without limitation, the following:

Website URLs

Any URLs, associated websites, and any subdomains, directories, and associated code thereof whether now owned or hereafter acquired by the Company or associated with the business, products or services thereof (each a "Company URL" and, collectively, the "Company URLs")

Customer List From Sales Via Company URLs or otherwise

Any pre-existing, current or hereafter developed list of customers placing or having placed orders through any Company URL and any other sales channel or commercial mechanism employed by the business or Impact Technologies, LLC. Customers shall include any investors in the Company's loans or products including any equity or debt investments.

Media

Any and all media, video and still photography assets associated with or otherwise developed for the products or business of Impact Technologies, LLC including, without limitation, any and all presentation materials, videos, illustrations and drawings created on behalf of, or in connection to the business or products of, Impact Technologies, LLC

The Company Documents and Files

Any and all documents associated with the business or products of Impact Technologies, LLC (whether previously, currently, subsequently and/or internally or externally created) including, without limitation, any files within any computer, digital or electronic device, jump drive, external hard-drive, cloud storage, physical storage unit / facility or any other resource whether previously or currently used for the business or of Impact Technologies, LLC. Such files include, without limitation, design and marketing assets, customer lists and survey responses, vendor lists, software account login credentials, financial and legal documents, and Research and Development notes and findings.

- 4) All business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing.

ANNEX A

Pre-Existing Patents Assigned to Company

U.S. Utility Patent Application (together with any corresponding U.S. utility patents, derivatives thereof or improvements thereupon):

U.S. Patent App. No.: 15/833,747 Filing Date: December 6, 2017

Publication No.: US 2018/0153244 A1 Publication Date: June 7, 2018
[attached hereto and made a part hereof]

U.S. Design Patent Applications (together with any corresponding U.S. design patents and foreign design applications and patents, derivatives thereof or improvements thereupon):

U.S. Application No.: 29/612,075 Filing Date: July 28, 2017

U.S. Application No.: 29/626,852 Filing Date: November 21, 2017

International Utility Patent Application (together with any corresponding foreign applications and patents, derivatives thereof or improvements thereupon):

International Application No.: PCT/US2017/064936 Filing Date: December 6, 2017

International Publication No.: WO 2018/144131 Publication Date: August 9, 2018