505105838 09/21/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5152597

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PARTY DA	ΑΤΑ					
		I	Name		Execution Date	
PAUL CALVERT					07/18/2018	
RECEIVING PARTY DA	ТА					
Name:	PERSONICS HOLDINGS, INC.					
Street Address:	4800 N. FEDERAL HIGHWAY, STE A 205					
City:	BOCA	BOCA RATON				
State/Country:	FLORI	FLORIDA				
Postal Code:	33431					
Name:	PERSC	ONICS	HOLDINGS, LLC			
Street Address:	4800 N	I. FED	ERAL HIGHWAY, STE A 205			
City:	BOCA	RATO	N			
State/Country:	FLORI	DA				
	33431					
		2	Number			
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Total Attachments: 4

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ASSIGNMENT

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

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.

2. 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.

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.

[Intentionally Left Blank—Signature Page Follows]

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

ASSIGNOR

Paul Calvert

By:

Name: Paul Calvert

Dated: 18 July 2018.

ASSIGNEES

Personics Holdings, Inc.

By: <u>Steve Goldstein</u>

Name: Steven Wayne Goldstein

Title: CEO

Dated: 8-11-2018

Personics Holdings, LLC

By: <u>Steve Goldstein</u>

Name: Steven Wayne Goldstein

Title: CEO

Dated: 8-11-2018

45735086;1

Page 3 of 4

PATENT REEL: 046937 FRAME: 0869

Schedule 1

Assigned Patents

Application No.	Filing Date
61315393	18-Mar-10
13863821	16-Apr-13

45735086;1

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PATENT REEL: 046937 FRAME: 0870

RECORDED: 09/21/2018