

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5223541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND TRANSFER AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
STS, LLC			02/01/2017
RECEIVING PARTY DATA			
Name:	ALTEVAC, LLC		
Street Address:	4730 NW 2ND AVENUE		
Internal Address:	SUITE 100		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	16173666		
CORRESPONDENCE DATA			
Fax Number:	(215)751-1142		
<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:	215-567-2010		
Email:	dmbrown@crbcp.com		
Correspondent Name:	CAESAR RIVISE PC		
Address Line 1:	1635 MARKET STREET		
Address Line 2:	12TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	A1284/20006		
NAME OF SUBMITTER:	BARRY A. STEIN		
SIGNATURE:	/barry a stein/		
DATE SIGNED:	11/06/2018		
Total Attachments: 6			
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ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT (the "Agreement"), is made and entered into this 1 day of February, 2017 (the "Effective Date"), by and between STS, LLC, a North Carolina limited liability company ("Assignor") and AltEvac, a Florida limited liability company ("Assignee") (each a "Party" and collectively the "Parties").

1. Definitions

1.1 **"Assigned Property"** means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 **"Intellectual Property"** means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings (**"Works of Authorship"**); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (**"Inventions"**); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (**"Trademarks"**); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (**"Confidential Information"**).

1.3 **"Intellectual Property Rights"** means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act (**"Copyrights"**); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (**"Patent Rights"**); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (**"Trademark Rights"**); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (**"Trade Secret Rights"**); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (**"Personality Rights"**); rights of attribution and integrity and other moral rights of an author (**"Moral Rights"**); and rights in, arising out of, or associated with domain names (**"Domain Name Rights"**).

2. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally sell, assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all

claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for the assignments made by Assignor under this Agreement, Assignee will pay Assignor \$10.00 dollars which sum is duly acknowledged as being received by Assignor

4. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

6. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

7. Further Assurances

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Palm Beach County, Florida.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of

any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on the date first written above.

For and on behalf of the Assignor

For and on behalf of the Assignee

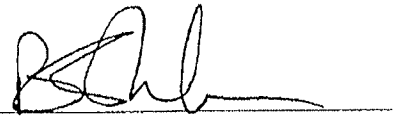
STS, LLC
A North Carolina limited liability company

AltEvac, LLC
a Florida limited liability company

By and Through its Manager:
Oak Lane Partners, LLC, a Florida
limited liability company



Blair White
Its: sole member and Manager



Bhavin Shah
Its: Manager

EXHIBIT A
PURCHASED ASSETS

- I. All machinery, equipment, tools, parts, vehicles, furniture, furnishings, goods and any rights under lease to use such machinery, vehicles, furnishings and equipment and those items of personal property and other tangible personal property listed.
- II. The Assigned Contracts
- III. All inventory and parts.
- IV. All rights under any written or oral contract, agreement, plan, instrument, registration, license, certificate of occupancy, other permit, certification, authorization of any nature, or other document, commitment, arrangement, undertaking, practice that are not Excluded Assets;
- V. All "Intellectual Property" of Seller including all trade names, trademarks, service marks, logos, patents, copyrights (including any registrations, applications, licenses or other rights relating to any of the foregoing), social media accounts and proprietary technology, trade secrets, inventions, know-how, designs, drawings, computer programs (including source codes and algorithms), calibration processes, practices and operations, manufacturing instructions and other proprietary intangible properties and rights relating to the use of an item (including all prototypes, works-in-progress and inventories of each Item) and any and licenses to use any patent, patent pending, trademark, trade dress, copyright and/or service mark
- VI. All rights or choses or after the Closing, including without limitation all warranties relating to the Assets, except relating to Excluded Assets
- VII. All the records, memos, recording, computer discs, storage, cloud storage, files, writing sand/or recordings relating to or used in connection with business, its products, finances, business records, employee records, products, new product development, research, development, testing, quality control programs, design, quality, functionality, administration of any product or application and all information, files, records, data, plans, and contracts and recorded knowledge, including prospective, current or future customer and supplier lists (Collectively the "Records").
- VIII. All telephone numbers, websites, website URLs, social media pages and/or accounts and all email addresses used by or in connection with the Business;
- IX. All "Confidential Information" of Seller including all know-how, trade secrets and other confidential or nonpublic information prepared for, by or on behalf of, or in the possession of, any member of Seller, including (i) nonpublic proprietary information, (ii) other information derived from reports, investigations, research, studies, work in progress, codes, marketing, sales or service studies or programs, capital expenditure projects, cost summaries, equipment, product or system designs or drawings, pricing or other formulae, sales and marketing techniques, contract analysis, financial information, projections, customer lists, customer studies and analyses, training materials, credit studies, opinion polls, evaluations of employees, customer studies, agreements with vendors, joint venture

agreements, confidential filings with any agency, court, or other governmental authority and (iii) all other concepts, methods, techniques, and processes of doing business, ideas or information that can be used in the operation of a business or other enterprise and is sufficiently valuable, or potentially valuable, and secret to afford an actual or potential economic advantage over others. Confidential Information does not include any information: (x) that currently is generally available to and generally known by the public or, through no fault of Seller, hereafter becomes generally available to and generally known by the public, (y) becomes known to the recipient through disclosure by sources other than the disclosing party having the right to disclose such information, or (z) is required to be disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, *provided that* the party whose Confidential Information is to be disclosed is provided with timely prior written notice of any such required disclosure and given the opportunity to object to same.

- X. All advertising, marketing and promotional materials and fixtures and equipment used in connection with sales, marketing and promotion.
- XI. all owned computer programs and software licensed to Seller now used and located in the offices as of January
- XII. All other assets of the Seller or affiliates used in connection with the business.