505277466 01/14/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5324238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
STEVEN WAYNE GOLDSTEIN	08/11/2018

## **RECEIVING PARTY DATA**

Name:	PERSONICS HOLDINGS, INC.
Street Address:	4800 N. FEDERAL HIGHWAY, SUITE A 205
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33431
Name:	PERSONICS HOLDINGS, LLC
Name: Street Address:	PERSONICS HOLDINGS, LLC 4800 N. FEDERAL HIGHWAY, SUITE A 205
Street Address:	4800 N. FEDERAL HIGHWAY, SUITE A 205

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16247186

## **CORRESPONDENCE DATA**

**Fax Number:** (561)659-6313

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.

Phone: 5616535000

Email: ip@akerman.com

Correspondent Name: AKERMAN LLP

Address Line 1: 777 SOUTH FLAGLER DRIVE Address Line 2: SUITE 1100 WEST TOWER

Address Line 4: WEST PALM BEACH, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	11472-39-3
NAME OF SUBMITTER:	PETER A. CHIABOTTI
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	01/14/2019

PATENT 505277466 REEL: 047992 FRAME: 0069

## **Total Attachments: 5** source=11472-39-3\_Patent\_Assignment\_-\_Goldstein#page1.tif source=11472-39-3\_Patent\_Assignment\_-\_Goldstein#page2.tif $source = 11472 - 39 - 3\_Patent\_Assignment\_-\_Goldstein \# page 3.t if$

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#### **ASSIGNMENT**

This Assignment ("<u>Assignment</u>") is made and entered into, by and among, Steven Wayne Goldstein, 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.
- 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.

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- 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.

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

**ASSIGNEES** 

Title: CEO

Dated: 8-11-2018

Steven Wayne Goldstein	Personics Holdings, Inc.
By: <u>Steve Goldstein</u> Name: Steven Wayne Goldstein	By: Steve Goldstein Name: Steven Wayne Goldstein
Name: Steven Wayne Goldstein	Name: Steven Wayne Goldstein
D ( 1	Title: CEO
Dated: <u>8-11-2018</u>	Dated: 8-11-2018
	Personics Holdings, LLC
	By: Steve Goldstein Name: Steven Wayne Goldstein
	Name: Steven Wayne Goldstein

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**ASSIGNOR** 

## Schedule 1

# **Assigned Patents**

Application No.	Filing Date
60747797	22-Jun-06
60805469	22-Jun-06
60805985	28-Jun-06
60806769	8-Jul-06
60820590	20-Jul-06
60821253	2-Aug-06
60822511	16-Aug-06
60824432	20-Nov-06
60887165	30-Jan-07
60891220	22-Feb-07
60914318	27-Apr-07
60916271	4-May-07
60938695	17-May-07
11829676	27-Jul-07
PCT/US2007/074641	27-Jul-07
PCT/US2007/075088	2-Aug-07
60955251	10-Aug-07
PCTUS2007076123	16-Aug-07
PCTUS2007085134	19-Nov-07
61016564	25-Dec-07
61016565	25-Dec-07
PCT/US2008/054756	22-Feb-08
PCT/US2008/056224	7-Mar-08
PCT/US2008/059785	9-Apr-08
PCT/US2008/060217	14-Apr-08
PCT/US2008/061781	28-Apr-08
PCT/US2008/061793	28-Apr-08
PCT/US2008/064131	19-May-08

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Application No.	Filing Date
PCT/US2008/069429	8-Jul-08
PCT/US2008/066335	9-Jul-08
PCT/US2008/069546	9-Jul-08
PCT/US2008/069981	14-Jul-08
PCT/US2008/072800	11-Aug-08
PCT/US2008/076244	4-Sep-08
PCT/US2008/088417	29-Dec-08
60885917	22-Jan-09
61358888	26-Jun-10
13556509	24-Jul-12
13654771	18-Oct-12
13917079	13-Jun-13
13956767	1-Aug-13
14021011	9-Sep-13
61880963	22-Sep-13
61887437	6-Oct-13
61889002	9-Oct-13
14246789	7-Apr-14
14456112	11-Aug-14
62086019	1-Dec-14
62090136	10-Dec-14
62158740	8-May-15
62168703	29-May-15

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**RECORDED: 01/14/2019**