

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5335928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
LOT NETWORK INC			12/30/2018
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUCCESS STRATEGISTS INC.		
<b>Street Address:</b>	1051 SLATE DRIVE		
<b>City:</b>	SANTA ROSA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95405		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	7960168		
<b>Patent Number:</b>	7188031		
<b>Patent Number:</b>	8962302		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(626)316-7577		
<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>	6264051413		
<b>Email:</b>	uspto.docketing@cotmanip.com		
<b>Correspondent Name:</b>	COTMAN IP LAW GROUP, PLC		
<b>Address Line 1:</b>	35 HUGUS ALLEY		
<b>Address Line 2:</b>	SUITE 210		
<b>Address Line 4:</b>	PASADENA, CALIFORNIA 91103-3648		
<b>ATTORNEY DOCKET NUMBER:</b>	1781-G001001		
<b>NAME OF SUBMITTER:</b>	OBI ILOPUTAIFE		
<b>SIGNATURE:</b>	/Obi Iloputaife/		
<b>DATE SIGNED:</b>	01/22/2019		
<b>Total Attachments: 11</b>			
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## LOT PATENT ASSIGNMENT AGREEMENT

THIS LOT PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into by and between LOT Network Inc ("Assignor") and the undersigned Entity ("Assignee"), and is effective upon the date of last signature of the Assignee and Assignor below (the "Effective Date").

NOW THEREFORE, Assignor and Assignee agree as follows.

### 1. Assignment of Assigned Patents

1.1. Assignment of Assigned Patents to Assignee. Subject to the terms and conditions of this Agreement (including the Licenses granted under Section 2), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Assigned Patents, including Assignor's rights under the Assigned Patents to sue for damages for past infringement of such Assigned Patents.

1.2. Delivery. Within a reasonable period following the Effective Date, Assignor will deliver to Assignee confirmatory assignments with respect to the Assigned Patents substantially in the form set forth in Schedule 2, signed by a duly authorized representative of Assignor. Upon Assignee's reasonable request within one (1) year of the Effective Date and at Assignee's expense, Assignor will execute any further documents and instruments prepared by Assignee, as may be necessary and proper to record and perfect Assignee's right, title, and interest in and to the Assigned Patents in each applicable jurisdiction. Any such documents or instruments provided by Assignee will have terms and conditions reasonably acceptable to Assignor that are substantially similar to the form of patent assignment set forth in Schedule 2, except for any additional or different terms and conditions legally necessary for patent assignments or recordation in the particular jurisdiction, and will be in English or will be accompanied by an English translation. Notwithstanding anything in this Agreement to the contrary, Assignor has no other obligation to deliver any other documents, instruments or items.

1.3. Prosecution; Fees. After the Effective Date, Assignee will assume responsibility for the prosecution of and payment of all fees associated with prosecuting and maintaining the Assigned Patents, as well as responsibility for preparing all paperwork and for paying all expenses necessary to perfect and record assignments of the Assigned Patents, including attorneys' fees, taxes and patent office fees in any jurisdiction. The parties agree Assignor will have no responsibility for any of the above items or any other liability relating to the Assigned Patents after the Effective Date.

1.4. No Other Rights. Except as expressly set forth in Section 1.1, no rights are assigned or granted by Assignor to Assignee under this Agreement, whether by implication, estoppel, or otherwise. The assignment set forth in Section 1.1 is specifically limited to Assignor's rights in the Assigned Patents listed in Schedule 1 and does not include any other Patents or Patent applications.

### 2. License Grant, Release, Conditions and Covenants

2.1. Grant by Assignee of License and Release to Licensees. With respect to each of the Assigned Patents and any Related Patents (collectively, the "Subject Patents"), and subject to the conditions and limitations of this Agreement, Assignee hereby grants to every Licensee:

(a) a present, fully-vested, irrevocable, worldwide, royalty-free, non-exclusive, non-sublicensable (except as provided in Section 2.5 below) license under the Subject Patents to make, have made, operate, have operated, use, sell, offer for sale, import, and otherwise distribute Products and Services at any time on or after the Effective Date; and

(b) a release of any and all claims, liabilities and damages for all infringement of any of the Subject Patents occurring prior to the Effective Date or such later date upon which the respective Licensee becomes a Licensee under this Agreement.

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2.2. Waiver and Immunity. With respect to each Subject Patent, the License constitutes a present, fully vested and irrevocable waiver of the right to sue for infringement of the respective Subject Patent against any Licensee or with respect to any Licensee's Products or Services. The License further includes immunity under the respective Subject Patent for use, reproduction, and further sale, offer for sale, and distribution of the Licensee's Products and Services by a distributor, reseller, re-licensor or customer of the Licensee, including reproduction and distribution of authorized copies of software sold or otherwise distributed (including by license of copies) by such Licensee.

2.3. Existing Rights. The assignment of the Assigned Patents is subject to any and all existing licenses, license rights, releases, covenants, standstills, encumbrances, estoppels, and other rights granted or created under any and all Subject Patents, whether express or implied, including any open source licenses, any Prior Owner's LOT Agreement, and any license commitments to standards development organizations, consortiums or other similar industry bodies made prior to the Effective Date, whether by Assignor, any Prior Owner, any of their respective Affiliates or otherwise (collectively, "Existing Rights"), including rights granted under any agreement existing as of the Effective Date ("Existing Agreements"), all of which will remain in effect. Assignor and any Prior Owner will have the right to grant sublicenses, renewals and other rights with respect to the Subject Patents to the extent required under, or reasonably necessary for effectuating the purpose of, any Existing Agreement (as their terms existed as of the Effective Date). Assignor or Prior Owner retains the sole right to receive and retain all royalties, payments, and other consideration under Existing Agreements with respect to the Subject Patents.

2.4. Litigation Obligations. Assignee agrees to reimburse Assignor, the LOT Administrator and any Prior Owner, at Assignor's or any Prior Owner's request, for all expenses incurred by Assignor, the LOT Administrator or any Prior Owner, either directly or under an obligation to a third party, in satisfying any legal obligations, discovery or document production required or compelled by a court of law or other governmental agency as part of any legal or administrative action, suit or proceeding concerning any of the Subject Patents and involving Assignee or any Transferee. Assignee agrees not to take any actions or positions that would result in Assignor, the LOT Administrator or any Prior Owner being impleaded or joined to a litigation relating to any of the Subject Patents, including taking a position that Assignor, the LOT Administrator or any Prior Owner is a necessary or indispensable party in any such litigation. In the event Assignor, the LOT Administrator or any Prior Owner is impleaded or joined to any such litigation, Assignee will take all actions reasonably requested by Assignor or the Prior Owner to remove Assignor, the LOT Administrator or the Prior Owner from the litigation and will indemnify Assignor, the LOT Administrator and the Prior Owner for all costs incurred.

2.5. Sublicense. The License includes the right of Assignor to grant sublicenses (i) to any Licensee, (ii) to any third party in connection with such third party's making, using, selling, or otherwise disposing of any Licensee's Products or Services, whether alone or in combination with such third party's products and services, and (iii) as necessary, as reasonably determined by Assignor in its sole discretion, to satisfy or otherwise address an obligation under any Existing Agreement.

2.6. Covenant Not to Sue. Assignee hereby irrevocably covenants not to sue (or assist any third party to sue) for any claims arising out of or relating to infringement of any Subject Patent against: (i) any Licensee, or (ii) any third party with respect to any of Licensee's Products or Services, whether alone or in combination with such third party's products and services. Without limiting the foregoing, Assignee hereby irrevocably covenants not to use, rely on or refer to any of Licensee's Products or Services, or any portion thereof, in any claim of infringement of any Subject Patent against any third party.

2.7. Subsequent Transfers. Assignee covenants that any Transfer of any of the Subject Patents will be made expressly subject to the Licenses and continuing obligations under this Agreement, including the covenants and obligations under this Section 2, which will run with the Subject Patents and remain in effect notwithstanding any such Transfer. Assignee will ensure that any Transferee is notified in advance and agrees in writing to be bound

## LOT PATENT ASSIGNMENT AGREEMENT

by all Licenses and continuing obligations under this Agreement (including the obligation to obtain such written agreement from any subsequent Transferee).

2.8. Further Cooperation. Upon Assignor's or Prior Owner's request, Assignee will execute and deliver all documents and instruments prepared by Assignor or Prior Owner, as Assignor or Prior Owner deems necessary and proper to record and perfect the Existing Rights, Existing Agreements, the Licenses and the other rights under this Agreement.

### 3. Term; Support of LOT; Withdrawal from LOT

3.1. Term. This Agreement commences upon the Effective Date and shall remain in effect until the last to expire of all rights under the Subject Patents.

3.2. Support of LOT. Assignee agrees to (a) introduce the LOT Network Administrator, to at least two prospective LOT Users who Assignee reasonably believes would benefit from executing the LOT Agreement, and (b) recommend doing so to such prospects.

3.3. Withdrawal from LOT. The Licenses granted by Assignee under this Agreement may not be terminated by Assignee for any reason and will remain in effect and survive notwithstanding any withdrawal or deemed withdrawal of Assignee or any Licensee from the LOT Agreement or any termination of this Agreement. In addition, the Subject Patents shall remain subject to the LOT Agreement in accordance with the terms of the LOT Agreement and shall remain subject to the Existing Rights as set forth in Section 2.3 above.

### 4. Warranties; Disclaimer

4.1. Representations and Warranties of Assignee. Assignee represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and that it has the full right and power to grant the licenses, waivers, immunities, covenants and releases set forth herein; (b) Assignee is a LOT User in good standing under the LOT Agreement as of the Effective Date; (c) the Assigned Patents shall become subject to the Assignee's LOT Agreement upon their assignment to Assignee as set forth herein; and (d) this Agreement has been duly authorized, executed and delivered by Assignee and is enforceable against Assignee.

4.2. Disclaimer. ALL RIGHTS TO THE SUBJECT PATENTS ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS, AND NEITHER ASSIGNOR, ANY PRIOR OWNER NOR ANY OF THEIR AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND. ASSIGNOR, ON BEHALF OF ITSELF, EACH PRIOR OWNER AND EACH OF THEIR AFFILIATES, DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 5. Limitations of Liability

5.1. Limitation of Liability. IN NO EVENT WILL ASSIGNOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE SUBJECT PATENTS EXCEED ONE HUNDRED U.S. DOLLARS (US\$100). IN NO EVENT WILL ANY PRIOR OWNER OR LICENSEE (OTHER THAN ASSIGNOR) HAVE ANY OBLIGATION OR LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE SUBJECT PATENTS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 5.1 ARE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT AND FORMS AN ESSENTIAL BASIS OF THE BARGAIN EMBODIED IN THIS AGREEMENT.

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5.2. Limitation on Indirect Damages. NEITHER ASSIGNOR, ANY PRIOR OWNER NOR ANY LICENSEE WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE OR OTHERWISE), AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY, FOR ANY INCIDENTAL, INDIRECT, MULTIPLIED, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT OR ANY OF THE SUBJECT PATENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES ARE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT AND FORM AN ESSENTIAL BASIS OF THE BARGAIN EMBODIED IN THIS AGREEMENT.

### 6. Miscellaneous

6.1. Assignment. Assignee may not assign this Agreement or its rights hereunder, including but not limited to by operation of law, and any attempt to do so shall be void. Assignor may assign this Agreement upon written notice to Assignee, including to any of its Affiliates or any subsequent LOT Administrator.

6.2. Relationship of the Parties. This Agreement does not create any relationship of agency, partnership or joint venture among the parties or their Affiliates or any other LOT Users or their Affiliates.

6.3. Third Party Beneficiaries. The Prior Owner and each Licensee is an intended third party beneficiary of this Agreement. Except as expressly provided herein, nothing in this Agreement is intended or shall be construed to give any Entity, other than the parties, Prior Owner and Licensees, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. For avoidance of doubt, the Prior Owner and Licensees (other than Assignor) do not grant any rights to Assignee under this Agreement and shall not have any obligations or liability arising out of or relating to this Agreement or any of the Subject Patents.

6.4. Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and merges and supersedes all prior proposals, understandings, agreements, and other communications, oral or written, between the parties with respect to the subject matter hereof. Any amendment must be in writing, be signed by authorized representatives of both parties, and expressly state that it is amending this Agreement.

6.5. Taxes. Assignee is solely responsible for the payment of, and will pay when due, any federal, state, local, foreign or other tax, duty, levy, impost, fee, assessment or other governmental charge (except for taxes measured by net income) and any premium, together with any interest, penalties, surcharges, fines, and additions attributable to or imposed with respect to the foregoing that may be payable in connection with the assignment of the Assigned Patents or other rights granted under this Agreement.

6.6. Bankruptcy. Assignee acknowledges and agrees that from and after the Effective Date, and notwithstanding any limitations or conditions in Section 2 or 3 that may apply, (i) this Agreement is an executory contract as that term is used in Section 365 of the United States Bankruptcy Code; (ii) the Licenses granted by Assignee under this Agreement are subject to Section 365(n) of the Bankruptcy Code; (iii) for the purposes of Section 365(n) of the Bankruptcy Code, the Subject Patents constitute "intellectual property" within the scope of Section 101 of the Bankruptcy Code; and (iv) in the event that any bankruptcy is filed by or against Assignee or any Transferee, or the Assignee or any Transferee is adjudged bankrupt or insolvent, and the trustee in such bankruptcy rejects this Agreement, each Licensee will have the right to exercise all rights provided by Section 365(n), including but not limited to the right to retain its License rights under this Agreement and any agreement supplementary to this Agreement.

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6.7. General Release Waiver. With respect to the releases granted in this Agreement, Assignee voluntarily and with full knowledge of its significance, expressly waives and relinquishes any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. SPECIFICALLY, ASSIGNEE HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES THAT: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6.8. Release for LOT Administrator and LOT Network Inc. Assignee releases the LOT Administrator, LOT Network Inc., each of their Affiliates and their directors, representatives and successors from, and covenants not to bring, any claim or action with respect to, any liability associated with their administration of this Agreement, the LOT Agreement or any determination made in connection with this Agreement or the LOT Agreement.

6.9. Notice. All notices and communications pursuant to this Agreement shall be in writing and signed by the Entity giving such notice and shall be deemed to have been given upon receipt or upon tender by electronic mail with a follow-on hardcopy using a priority or express courier, postage prepaid to the noticed party as follows: (a) in the case of the Assignee, to the email and mailing addresses provided on the signature page hereto, which addresses may be updated by notice from such Assignee to Assignor; and (b) in the case of the Assignor, to the email and mailing addresses for the LOT Administrator as of the date of notice as specified on the LOT website.

6.10. Construction. The Section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement. Unless the context otherwise requires, defined terms may be used in the singular or the plural or the present or past tense, depending upon the reference. As used in this Agreement, all references to: (a) "hereof," "herein," "hereunder" and other words of similar import refer to this Agreement as a whole, including all schedules; (b) "third party" means any Entity other than a party; (c) "infringe" (including, with correlative meanings, "infringement," "infringed," and the like) includes any and all infringement and alleged infringement, whether direct, indirect, contributory or by inducement, and whether or not willful; (d) "sell" means sell, distribute, lease, license, offer, provide, or otherwise make available and "sale," "sold" and other forms of the term "sell" have the correlative meaning; (e) "sue" includes filing or pursuing any action, suit or proceeding or otherwise asserting any claim or demand for royalties, damages or other compensation; (f) "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and (g) the word "or" will be interpreted in its inclusive sense unless there is an express limitation to the contrary.

6.11. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York, without reference to its choice of law principles. Each party irrevocably consents to the exclusive jurisdiction, forum, and venue of the state and federal courts in the State of New York in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. The parties hereby consent to personal jurisdiction in those courts and waive any challenge to the jurisdiction, forum or venue of these courts over these matters. However, the foregoing will not restrict or limit any Licensee, or any third party with respect to any Licensee's Products or Services, from immediately asserting a defense to infringement of any Subject Patents based on this Agreement in any legal action, suit or proceeding, regardless of jurisdiction or venue.

## 7. Definitions

7.1. "Affiliate" means, with respect to a first Entity, any Entity that directly or indirectly Controls, is Controlled by, or is under common Control with such first Entity, but only for so long as such Control exists.

## LOT PATENT ASSIGNMENT AGREEMENT

7.2. “Assigned Patents” means the Patents and Patent applications listed in Schedule 1. The Assigned Patents do not include any Patents or Patent applications other than those expressly listed in Schedule 1, even if such other Patents or Patent applications are necessary to practice or otherwise related to any of the Patents or Patent applications listed in Schedule 1.

7.3. “Control” means (i) the ownership, or the direct or indirect control, of more than fifty percent (50%) of the voting stock or other voting ownership interest of an Entity, or (ii) the sole power to elect, appoint, or cause the election or appointment of, directly or indirectly, at least a majority of the members of the board of directors (or such other governing body that exercises a similar level of control) of an Entity. The terms “Controlled” and “Controls” shall have a correlative meaning.

7.4. “Entity” means an individual, corporation, trust, partnership, joint venture, limited liability company, association, unincorporated organization, or other legal or governmental entity.

7.5. “License” means the license rights, releases, waivers, covenants and immunities granted in Section 2 of this Agreement, subject to the terms, conditions and limitations herein.

7.6. “Licensee” means: (i) Assignor, the LOT Administrator and each of their current and future Affiliates, (ii) the Prior Owner and each of its current and future Affiliates, (iii) each LOT User (other than Assignee) who is within its Participation Period as of the Effective Date; and (iv) each Participating Affiliate of such LOT User that is or becomes a Participating Affiliate of the LOT User at any time during such LOT User’s Participation Period.

7.7. “LOT Administrator” means LOT Network Inc. or other Entity appointed by LOT Network Inc. or its successor that administers the LOT website or any LOT Agreement. The Entity acting as the LOT Administrator may change from time to time as determined by the Executive Oversight Board of LOT Network Inc. or its successor and such change will be announced on the LOT website.

7.8. “LOT Agreement” means any of: (i) the LOT Agreement administered by the LOT Administrator as of the Effective Date, which is available at <https://lotnet.com/download-lot-agreement/> and incorporated herein by reference; and (ii) any other Patent license agreement administered by the LOT Administrator that is designated by Assignor as a LOT Agreement for purposes of this Agreement, as determined by Assignor in its sole discretion.

7.9. “LOT User” means an Entity that agrees to a LOT Agreement by means of submission to the LOT Administrator or in other manner specified by the LOT Administrator, as determined by the LOT Administrator in its sole discretion. Once an Entity becomes a LOT User, it remains a LOT User for purposes of this Agreement.

7.10. “Participating Affiliate” means an Affiliate of a LOT User that qualifies as an “Affiliate” under the respective LOT Agreement.

7.11. “Participation Period” means, with respect to a particular LOT User and each of its Participating Affiliates, the period (i) commencing on the date such LOT User signs a LOT Agreement and transmits it to the LOT Administrator or is otherwise deemed to have agreed to a LOT Agreement, as determined by the LOT Administrator in its sole discretion, and (ii) ending on the effective date of withdrawal or deemed withdrawal of such LOT User or its respective Participating Affiliate under the respective LOT Agreement or other date on which the LOT User or its Participating Affiliate is deemed to have ended its Participation Period under the respective LOT Agreement, as determined by the LOT Administrator in its sole discretion. A LOT User or its Participating Affiliate may have more than one Participation Period, if it withdraws or is deemed to have ended its Participation Period under the respective LOT Agreement and subsequently re-enters into a LOT Agreement.

7.12. “Patent” means any patent, utility model, inventor certificate, or equivalent right, including but not limited to a design patent or design registration, and any application for any of the foregoing anywhere in the



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world, including originals, continuations, continuations-in-part, divisionals, results of reexamination, renewals, extensions, and reissues, and claims contained in such patent, inventor certificate, utility model, or equivalent.

7.13. "Prior Owner" means (i) any LOT User or Participating Affiliate that assigned any of the Assigned Patents to Assignor, and (ii) all Affiliates of any such LOT User or Participating Affiliate.

7.14. "Products and Services" means, with respect to an Entity, any and all products (hardware and software), technologies, components, and services, including but not limited to any software that is used, licensed or otherwise distributed (including as open source software) by or for the respective Entity, and all authorized copies of same. For purposes of the License granted to each Licensee, Products and Services also include any activities of the Licensee that, in the absence of this Agreement, would constitute inducement to infringe or contributory infringement (or infringement under any other analogous legal doctrine in the applicable jurisdiction) of the respective Subject Patent.

7.15. "Related Patents" means, with respect to any Assigned Patent, any and all Patents and Patent applications worldwide that are filed by or issued to any Assignee or Transferee that (i) are provisionals, parents, continuations, continuations-in-part, divisionals, reissues, reexaminations, or foreign counterparts of the Assigned Patent, or (ii) claim priority from or have common priority with the Assigned Patent or any of the Patents or Patent applications set forth in clause (i) above.

7.16. "Subject Patents" has the meaning set forth in Section 2.1 and includes all Assigned Patents and all Related Patents, whether now existing or hereinafter filed or obtained.

7.17. "Transfer" or "Transferred" means any assignment, exclusive license or other transfer of a Patent or any enforcement rights with respect to a Patent (including any divestiture or spin-out of any Entity holding rights to a respective Patent).

7.18. "Transferee" any Entity to which a respective Patent is Transferred, directly or indirectly (including any acquiring or surviving Entity in connection with any merger, acquisition or divestiture of any Entity holding rights to a respective Patent).

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### SIGNATURE PAGE

By execution of this Agreement through its duly authorized representative below, the Entity identified below, on behalf of itself and its Affiliates, agrees to become a party to this Agreement as Assignee and to be bound by its terms and conditions:

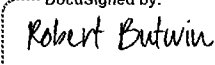
#### ASSIGNEE:

Name of LOT User: Success Strategists Inc.

Address: 1051 Slate Drive, Santa Rosa, CA 95405

Phone: 707-694-1580

Email: butwin@gmail.com

Signature of authorized representative:  \_\_\_\_\_  
97F5FAABBDDA476...

Name of authorized representative: Robert Butwin

Title of authorized representative: Marketing Director and Member of Board of Directors

Email (if different from above): \_\_\_\_\_

Date of signature: 1/1/2019 \_\_\_\_\_

By execution of this Agreement through its duly authorized representative below, LOT Network Inc. agrees to become a party to this Agreement as Assignor and to be bound by its terms and conditions:

#### ASSIGNOR:

LOT Network Inc.

Signature of authorized representative:  \_\_\_\_\_  
33E84F9AEFBE446...

Name of authorized representative: Ken Seddon \_\_\_\_\_

Title of authorized representative: Chief Executive Officer \_\_\_\_\_

Date of signature: 12/30/2018 \_\_\_\_\_

**LOT PATENT ASSIGNMENT AGREEMENT****SCHEDULE 1  
ASSIGNED PATENTS**

<b>Patent No.</b>	<b>Application No.</b>	<b>Country</b>	<b>Title</b>
7960168	12/183008	USA	Biologically active substance transfer sheet, cell culture kit constituted of cell culture plate and biologically active substance transfer sheet, producing method thereof and method for screening cell culture conditions utilizing the same
7188031	10/601777	USA	Method for acquiring information of a biochip using time of flight secondary ion mass spectrometry and an apparatus for acquiring information for the application thereof
8962302	11/592313	USA	Biological tissue processing substrate for fixing proteins or protein degradation products in tissue for analysis

**LOT PATENT ASSIGNMENT AGREEMENT****SCHEDULE 2  
FORM OF PATENT ASSIGNMENT FOR RECORDATION**

For good and valuable consideration, the receipt of which is hereby acknowledged, LOT Network Inc. ("Assignor") assigns to Success Strategists Inc. ("Assignee"), all of Assignor's right, title, and interest in and to the following patents and patent applications listed in the table below (the "Assigned Patents"), including Assignor's rights under the Assigned Patents to sue for damages for past infringement of such Assigned Patents:

Patent No.	Application No.	Country	Title
7960168	12/183008	USA	Biologically active substance transfer sheet, cell culture kit constituted of cell culture plate and biologically active substance transfer sheet, producing method thereof and method for screening cell culture conditions utilizing the same
7188031	10/601777	USA	Method for acquiring information of a biochip using time of flight secondary ion mass spectrometry and an apparatus for acquiring information for the application thereof
8962302	11/592313	USA	Biological tissue processing substrate for fixing proteins or protein degradation products in tissue for analysis

Assignee hereby grants a present, fully-vested, irrevocable, worldwide, royalty-free, non-exclusive license under the Assigned Patents to make, have made, operate, have operated, use, sell, offer for sale, import, and otherwise distribute any products or services to: (i) Assignor, (ii) the prior owner who assigned the Assigned Patents to Assignor, (iii) each licensee under a LOT Agreement administered by Assignor; and (iv) each current and future affiliate of any of the foregoing entities; in each case, subject to the terms and conditions of the LOT Patent Assignment Agreement between Assignor and Assignee ("LPA").

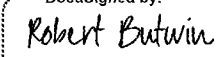
THE ASSIGNED PATENTS ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS. NEITHER ASSIGNOR NOR ANY PRIOR OWNER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND.

This Patent Assignment shall be construed and interpreted in accordance with the LPA. Nothing in this Patent Assignment shall modify or otherwise affect any provisions of the LPA. In the event of any conflict between the provisions hereof and the provisions of the LPA, the provisions of the LPA shall govern and control. This Patent Assignment may not be modified or amended in any manner except by a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Patent Assignment to be duly signed on its behalf.

## LOT PATENT ASSIGNMENT AGREEMENT

LOT Network, Inc. ("Assignor")

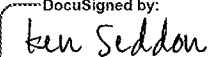
By:   
97F5FAABBDDA476...  
(Signature)

Name: Robert Butwin

Title: CMO

Date: 1/1/2019

Success Strategists Inc. ("Assignee")

By:   
33E84F9AEFBE446...  
(Signature)

Name: Ken Seddon

Title: CEO

Date: 12/30/2018