

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5344605

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	505056861
CONVEYING PARTY DATA	
Name	Execution Date
INBOX VENTURES LLC	01/19/2017
RECEIVING PARTY DATA	
Name:	SMRXT, INC.
Street Address:	6901 SHAWNEE MISSION PARKWAY
Internal Address:	SUITE 118
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66202
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12164941
Application Number:	13769054
Application Number:	14607585
Application Number:	15452874
CORRESPONDENCE DATA	
Fax Number:	(919)854-2084
<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:	9198541844
Email:	uspto-assignments@coatsandbennett.com
Correspondent Name:	COATS & BENNETT, PLLC
Address Line 1:	COATS & BENNETT, PLLC
Address Line 2:	SUITE 300
Address Line 4:	CARY, NORTH CAROLINA 27518
ATTORNEY DOCKET NUMBER:	4123-036, 045, 046, 050
NAME OF SUBMITTER:	DAVID D. KALISH
SIGNATURE:	/David D. Kalish, Reg. No. 42706/
DATE SIGNED:	01/26/2019

Total Attachments: 30

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STATEMENT OF CORRECTION

I STEPHAN WALTER, a citizen of the United States, and as Managing Member of Inbox Ventures LLC executed that certain Settlement and Intellectual Property Purchase Agreement dated as of January 19, 2017 (the "Settlement Agreement") and that certain Intellectual Property Assignment effective as of July 21, 2017 (the "Assignment") and together with the Settlement Agreement, the "Agreements") on behalf of Inbox Ventures LLC. The Agreements, among other things, conveyed to SMRxT, Inc. the entire right, title and interest in and to certain intellectual property more fully described in the Agreements.

The Agreements misidentified the conveying party as "Inbox Ventures, LLC". This was an inadvertent error that occurred without deceptive intent. The corrected name is shown on the attached revised pages and initialed by me where appropriate.

JULY 25, 2018

Date



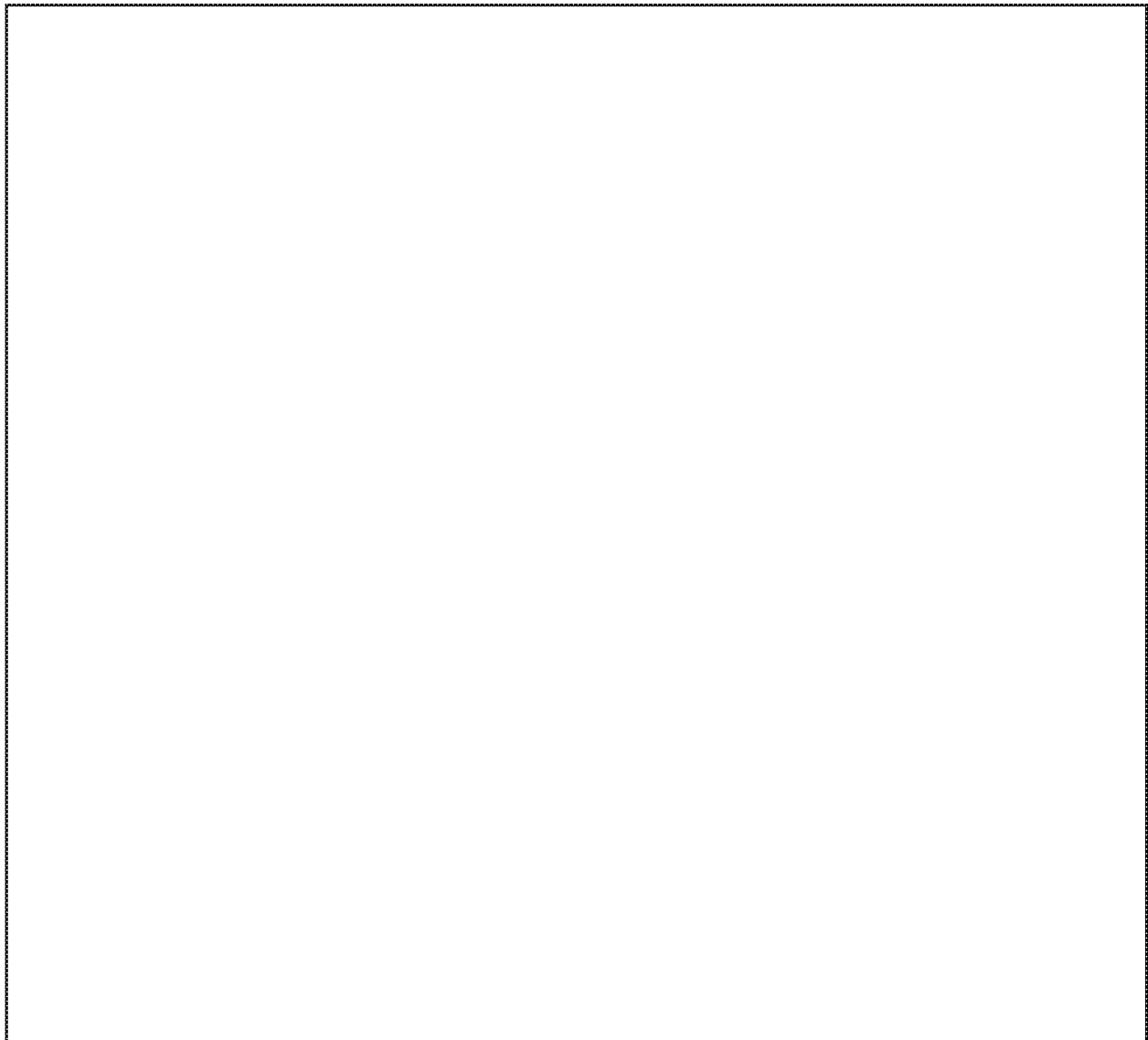
STEPHAN WALTER

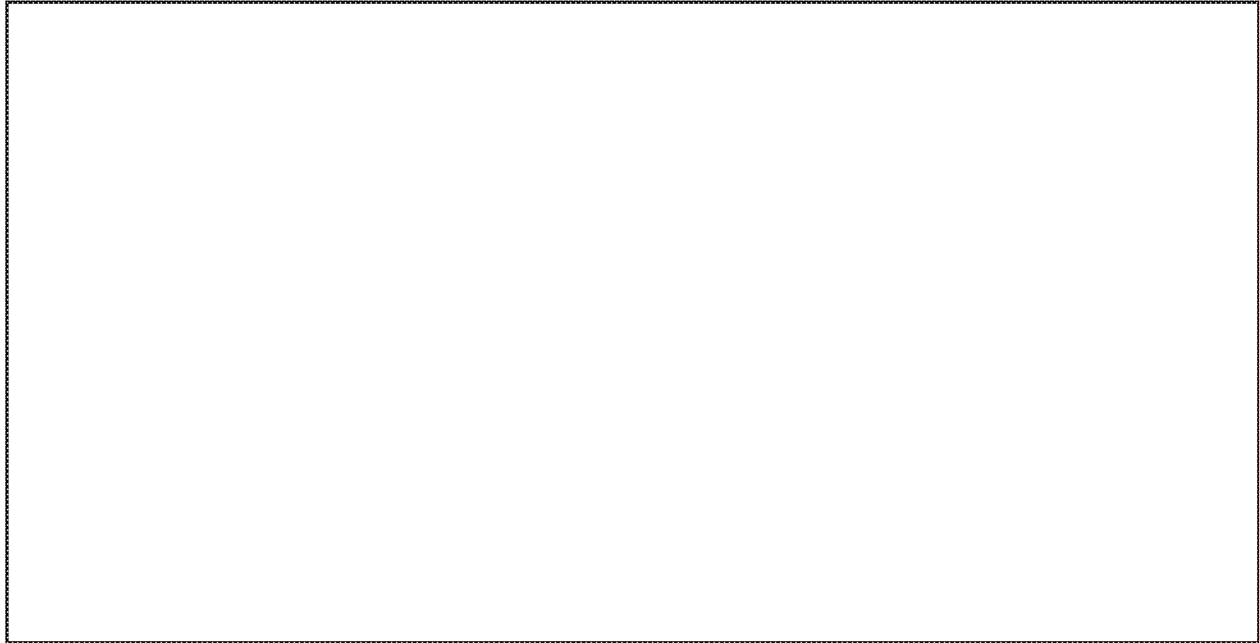
SETTLEMENT AND INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This SETTLEMENT AND INTELLECTUAL PROPERTY PURCHASE (this "Agreement") is entered into as of this 19th day of January, 2017 (the "Effective Date") by and among SMRxT, INC., a New York corporation ("SMRxT"), INBOX VENTURES, LLC, a New York limited liability company ("Inbox"), MIL DIGITAL LABELING TECHNOLOGIES, INC., a Delaware corporation ("MIL"), MASS PRODUKT LLC, a New York limited liability company ("Mass"), STEPHAN WALTER, an adult individual ("Walter"), and VICTOR CHU, an adult individual ("Chu").

RECITALS:

WHEREAS, MIL is the owner of, or has rights to, certain intellectual property, including certain patents, patent applications (including but not limited to, the patents and patent applications identified on Exhibit A), copyrights, trademarks, trade secrets, software code, technology designs, specifications, prototypes and other intellectual property of any kind related to intelligent containers, packaging and monitoring technology (collectively the "MIL IP");





3.1. Purchase and Sale of Purchased IP. On the Closing Date, MIL and Inbox shall sell, assign, convey, transfer, and deliver any and all right, title and interest that each such party holds in the Purchased IP to SMRxT in exchange for the payment by SMRxT of the Purchase Price, as defined below.



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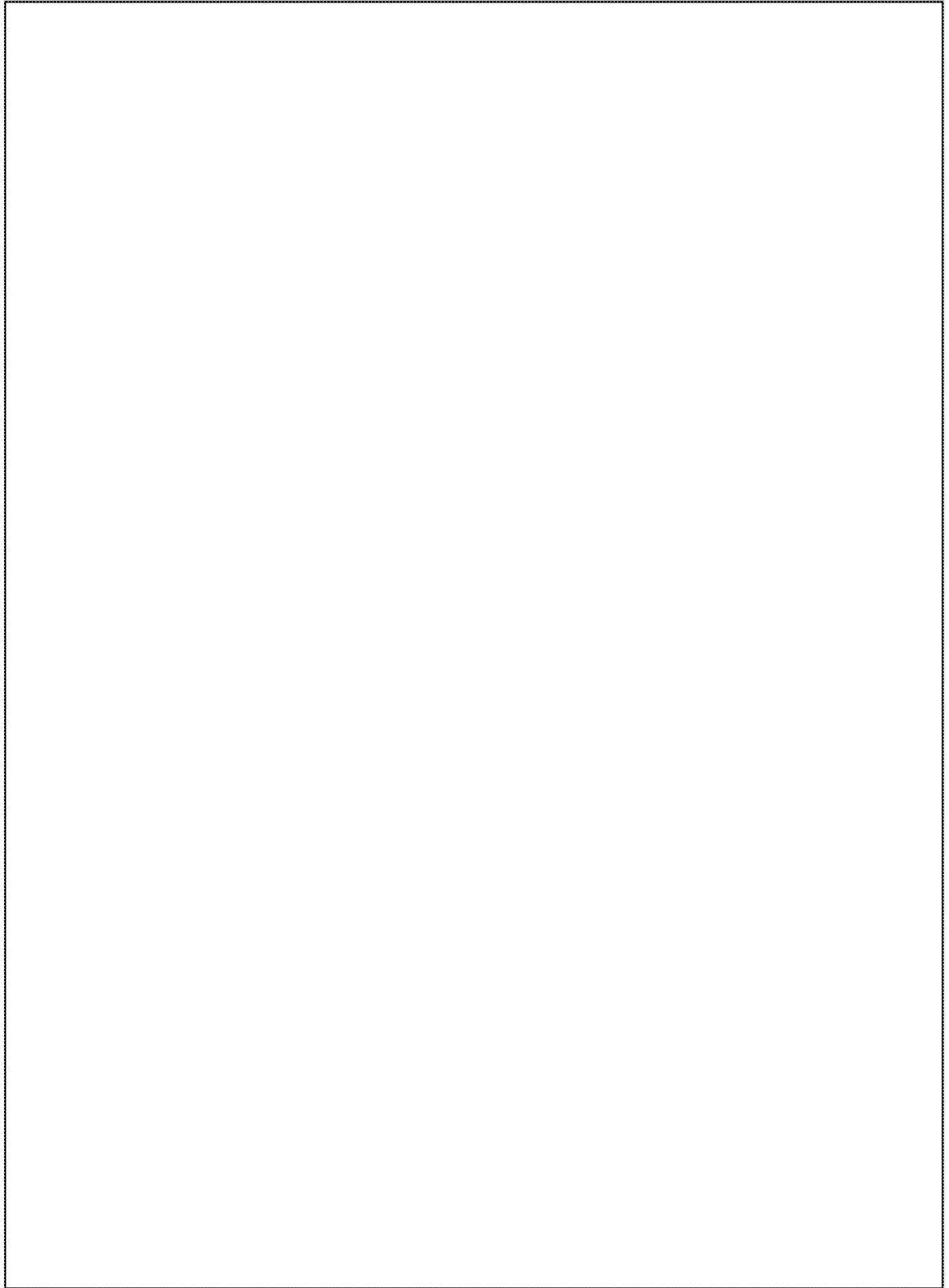
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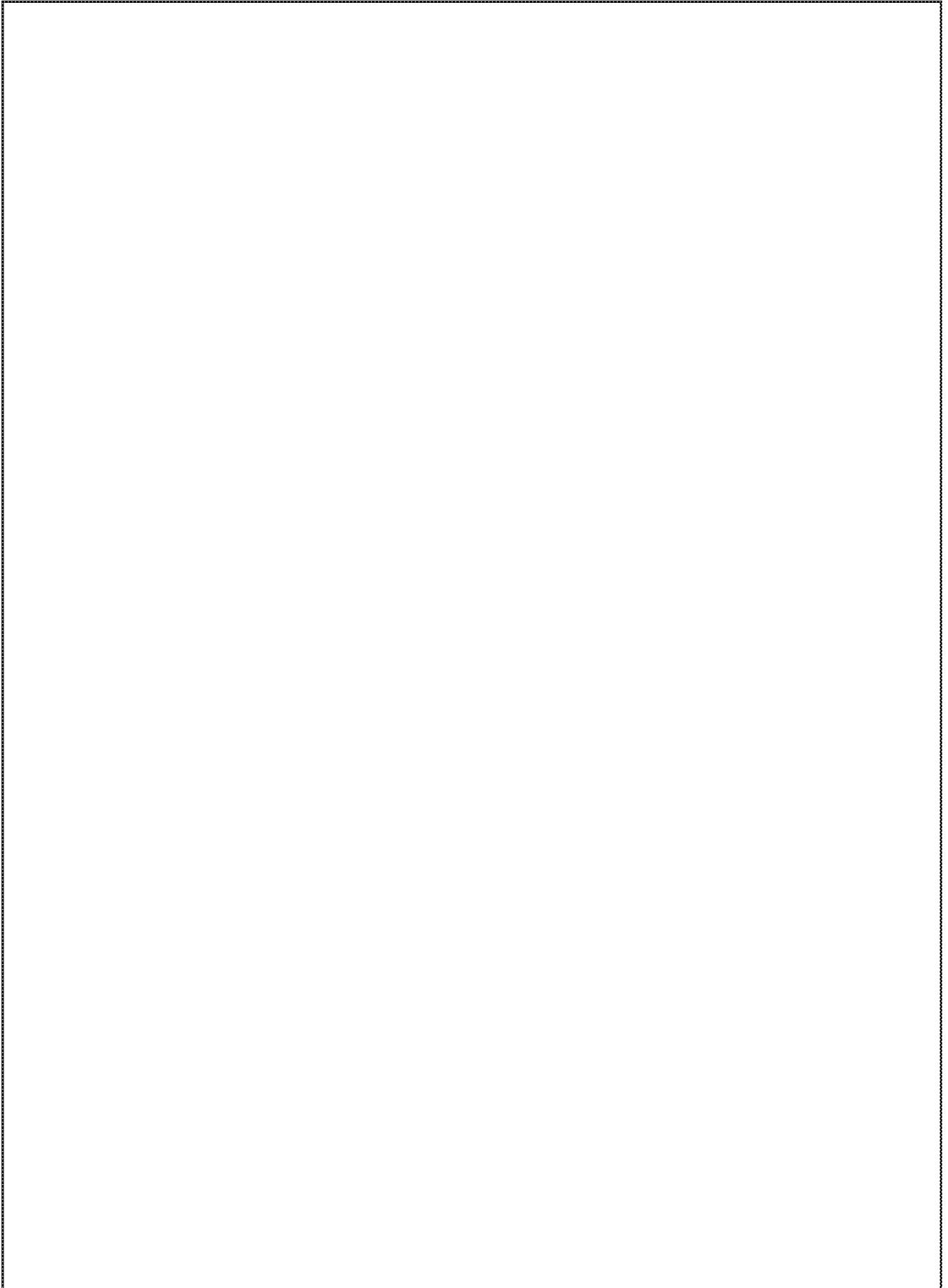
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PATENT

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The parties, intending to be legally bound, have caused this Settlement and Intellectual Property Purchase Agreement to be duly executed effective as the day and year first above written.

SMRXT, INC.

By: _____

Name: _____

Title: _____

INBOX VENTURES, LLC

By: _____

Name: _____

Title: _____

MIL DIGITAL LABELING TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

MASS PRODUKT LLC

By: _____

Name: _____

Title: _____

STEPHAN WALTER

VICTOR CHU

The parties, intending to be legally bound, have caused this Settlement and Intellectual Property Purchase Agreement to be duly executed effective as the day and year first above written.

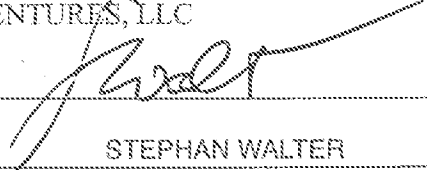
SMRxT, INC.

By: _____

Name: _____

Title: _____

INBOX VENTURES, LLC

By:  _____

Name: _____ STEPHAN WALTER

Title: _____ MANAGING MEMBER

MIL DIGITAL LABELING TECHNOLOGIES, INC.

By: _____

Name: _____

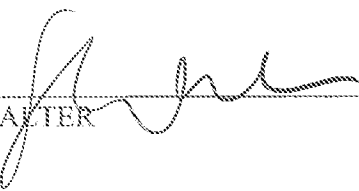
Title: _____

MASS PRODUKT LLC

By:  _____

Name: _____ STEPHAN WALTER

Title: _____ PRESIDENT

 _____
STEPHAN WALTER

VICTOR CHU

The parties, intending to be legally bound, have caused this Settlement and Intellectual Property Purchase Agreement to be duly executed effective as the day and year first above written.

SMRxT, INC.

By: _____

Name: _____

Title: _____

INBOX VENTURES, LLC

By: _____

Name: _____

Title: _____

MIL DIGITAL LABELING TECHNOLOGIES, INC.

By: 

Name: VICTOR CHU

Title: PRESIDENT

MASS PRODUKT LLC

By: _____

Name: _____

Title: _____

STEPHAN WALTER


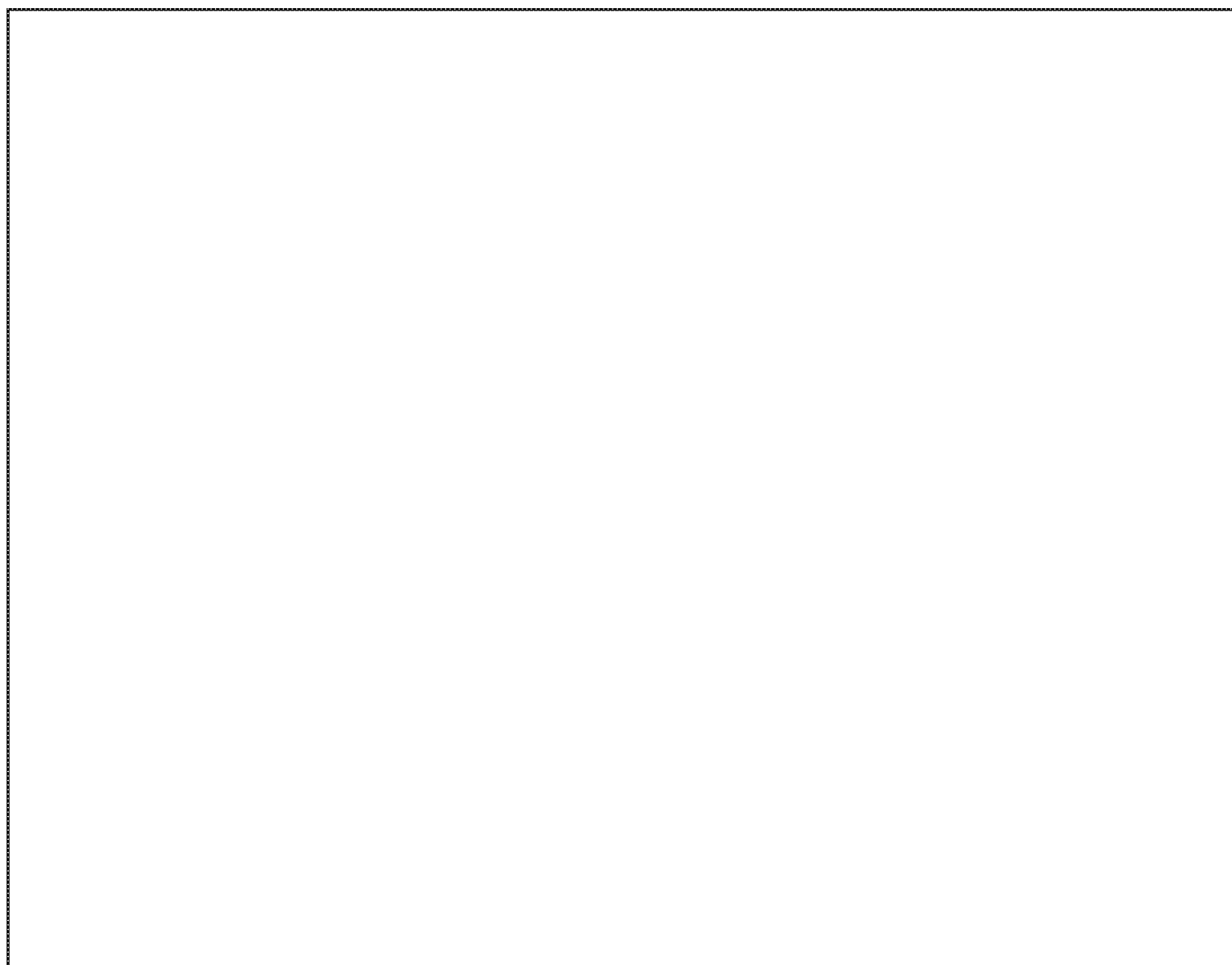

VICTOR CHU

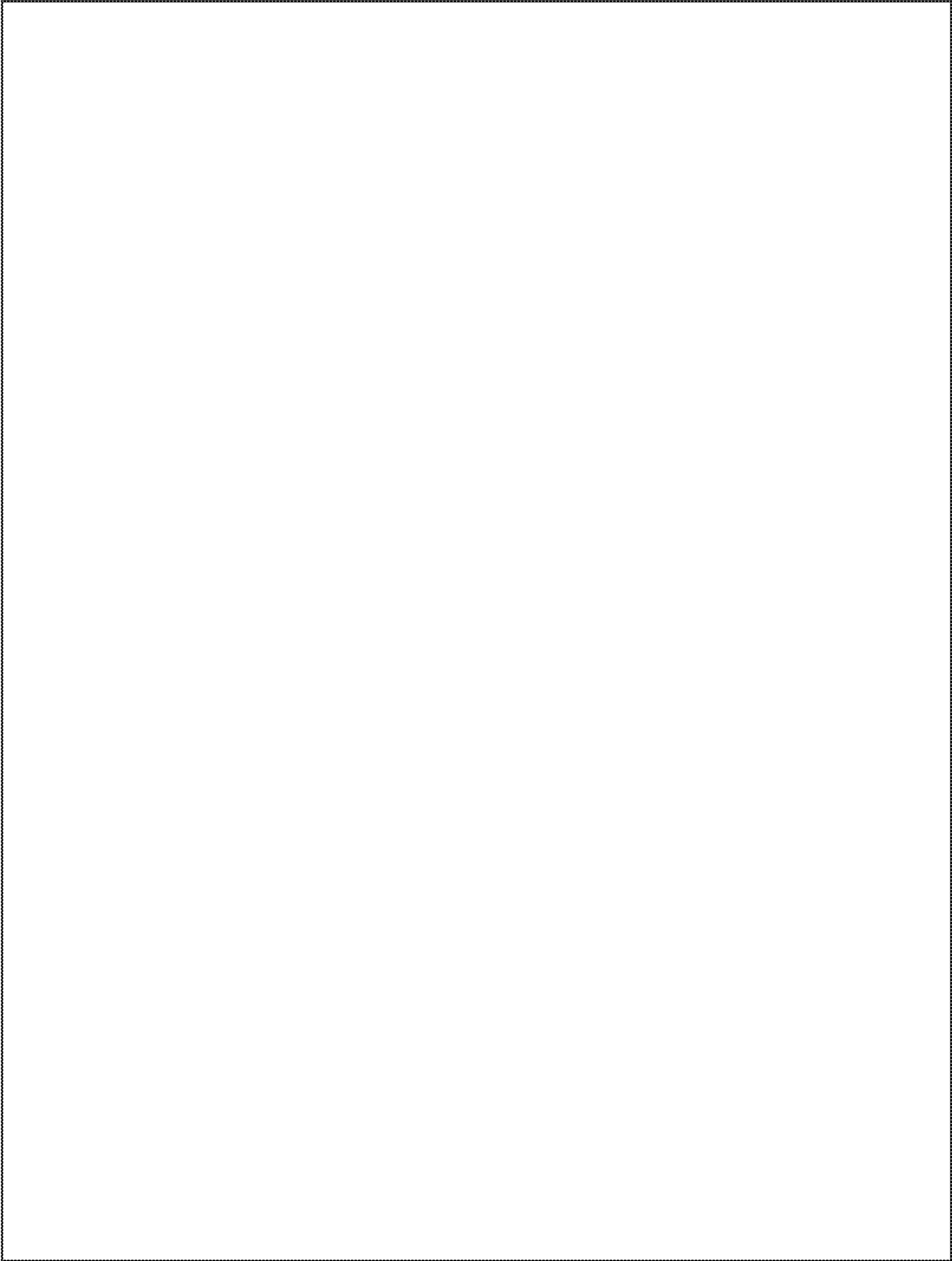
EXHIBIT A
PURCHASED IP

MIL IP

U.S. Patents

C&B Ref. No.	Country	Title	App. No./ Patent No.	Filing Date	Issue Date	Status
4123-019	U.S.	Digital Labels for Product Authentication	11470380/7,677,461	9/6/06	3/16/10	Patented
4123-007	U.S.	Programmable Digital Labels	11371530/7,392,953	3/9/06	7/1/08	Patented





PATENT

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EXHIBIT A

PURCHASED IP

MIL IP

U.S. Patents

C&B Ref. No.	Country	Title	App. No / Patent No.	Filing Date	Issue Date	Status
4123-019	U.S.	Digital Labels for Product Authentication	11470380/7,677,461	9/6/06	3/16/10	Patented
4123-007	U.S.	Programmable Digital Labels	11371530/7,392,953	3/9/06	7/1/08	Patented

Foreign Patents

C&B Ref. No.	Country	Title	App. No./Patent No.	Filing Date	Status
4123-026	Australia	Digital Labels for Product Authentication	2006287708	3/26/2008	Abandoned - 7/26/2016
4123-027	Brazil	Digital Labels for Product Authentication	PI 0615622-3	3/6/2008	Abandoned - 7/26/2016
4123-028	Canada	Digital Labels for Product Authentication	2,623,738	3/6/2008	Allowed Awaiting Letters Patent
4123-029	China	Digital Labels for Product Authentication	Z1200680041558.8	3/7/2008	Patented - 12/19/2012
4123-047	Great Britain	Digital Labels for Product Authentication	06802838.0 / 1922674	3/10/2008	Patented - 4/1/2015 Validation of EP Patent No. 1922674 (Our Ref. 4123-030)
4123-048	France	Digital Labels for Product Authentication	06802838.0 / 1922674	3/10/2008	Patented - 4/1/2015 Validation of EP Patent No. 1922674 (Our Ref. 4123-030)
4123-049	Germany	Digital Labels for Product Authentication	06802838.0 / 60 2006 044 977.1	3/10/2008	Patented - 4/1/2015 Validation of EP Patent No. 1922674 (Our Ref. 4123-030)
4123-031	Israel	Digital Labels for Product Authentication	190007 / 190007	3/6/2008	Patented - 7/31/2013
4123-032	India	Digital Labels for Product Authentication	2721/DENP/2008	4/1/2008	Abandoned - 4/14/2016
4123-035	Russia	Digital Labels for Product Authentication	2008113173 / 2434285	4/4/2008	Abandoned - 7/26/2016

EXHIBIT A
PURCHASED IP
INBOX IP
U.S. Patents

C&B Ref. No.	Country	Title	App. No./ Patent No.	Filing Date	Issue Date	Status
4123-036	U.S.	Programmable Digital Labels for a Medicine Container	12164941/8,384,517	6/30/08	2/26/13	Patented
4123-045	U.S.	Programmable Digital Labels for a Medicine Container	13769054	2/15/13	na	Pending -- under appeal
4123-046	U.S.	Programmable Digital Labels for a Medicine Container	14607585	1/28/15	na	Pending -- under examination

Other Technology

1. Two demonstration prototype sensor enabled prescription medication bottles integrated into two primary pharmaceutical bottles. The prototype bottles detect changes in weight and send this data via SMS to the demonstration technology system.
2. Hardware designs and specifications for the sensor technology.
3. Demonstration monitoring system for receipt and recording of incoming SMS data from the prototype sensor bottles.
4. Software and system designs and specifications for the monitoring system technology.
5. Any and all intellectual property, technology, knowledge or information used in the design and development of the system commonly known as the 'SMRxT System.'

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective as of as the 21st day of July, 2017 (the "Effective Date") between ~~INBOX VENTURES, LLC~~, a New York limited liability company ("Assignor"), and SMRxT, INC., a New York corporation ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and each individually a "Party."

Inbox Ventures LLC 

WHEREAS, Assignor owns, or has rights to, the patents, patent applications and/or intellectual property rights to the technology listed in Annex A attached hereto and all inventions disclosed therein (the "IP Rights");

WHEREAS, Assignor and Assignee are parties to that certain Settlement and Intellectual Property Purchase Agreement dated as of January 19, 2017, as amended (the "IP Agreement"); and

WHEREAS, pursuant to the IP Agreement, Assignor has agreed to assign and Assignee has agreed to assume all of the Assignor's right, title and interest in and to the IP Rights.

NOW THEREFORE, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the IP Rights and all other legal protection based thereon or obtainable therefore throughout the world, together with all rights of priority, in and to the IP Rights as described in Annex A, for its own use and benefit, and for the benefit of its successors and assigns, to the full end of the terms of any patents which may be granted on the IP Rights in this or any other country, as fully and entirely as the same would have been held by Assignee had this Assignment not been made, including without limitation the right to sue and collect for past infringement.
2. Assignor hereby divests itself of any and all rights it had in and to the IP Rights and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the IP Rights to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto including, without limitation, claims for infringement or violation of the IP Rights that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights and obligations resulting from transactions between the Assignor and a third party in connection with the IP Rights.
3. Assignee shall henceforth have the right to consider itself the sole owner of the IP Rights and to use or make any other disposal of the IP Rights as it shall deem fit, without any further claim on the part of the Assignor in any event or at any time.
4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the IP Rights to Assignor. Assignor agrees to cooperate

IN WITNESS whereof the Parties hereto have caused this Assignment to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

~~INBOX VENTURES, LLC~~

SMRxT, INC.

By: 

By: _____

Name: STEPHAN WALTER

Name: _____

Title: MEMBER

Title: _____

Inbox Ventures LLC 