

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5372385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRIS HARRIMAN	07/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KURT STILLMAN
<b>Street Address:</b>	12951 N. WESTMINSTER DR.
<b>City:</b>	ORO VALLEY
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85755
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15707501
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	949-743-4912
<b>Email:</b>	judy@ntiplaw.com,joanna@ntiplaw.com, emily@ntiplaw.com
<b>Correspondent Name:</b>	NGUYEN & TARBET LLC
<b>Address Line 1:</b>	4199 CAMPUS DRIVE SUITE 550
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92612
<b>ATTORNEY DOCKET NUMBER:</b>	STIK 16.01 NP
<b>NAME OF SUBMITTER:</b>	QUAN NGUYEN
<b>SIGNATURE:</b>	/Quan Nguyen/
<b>DATE SIGNED:</b>	02/12/2019
<b>Total Attachments: 4</b>	
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**LLC MEMBERSHIP INTEREST TRANSFER AGREEMENT  
TTB INNOVATIONS, LLC**

THIS LLC MEMBERSHIP INTEREST TRANSFER AGREEMENT (this "Agreement") is entered into as of 7/25/2018, 2018, by and between KURT ROBERT STILLMAN ("Stillman"), and CHRIS ROY HARRIMAN ("Harriman").

**RECITALS**

WHEREAS, HARRIMAN and STILLMAN are parties to Limited Liability Company Agreement dated as of May 31, 2016 (the "LLC Agreement"), which addresses the formation, management and operation of TTB INNOVATIONS, LLC, an Arizona Limited Liability company (the "Company").

WHEREAS, HARRIMAN and STILLMAN (each, a "Member" and together the "Members") are the only members of the Company.

WHEREAS, STILLMAN (also referred to herein as "Buyer"), desires to purchase from HARRIMAN (also referred to herein as "Seller"), and Seller desires to sell to the Buyer, one-hundred percent (100%) of Seller's total interest in the Company for an aggregate purchase price of \$10,000.00, subject to the terms set forth herein.

WHEREAS, HARRIMAN and STILLMAN, were also members of a Limited Liability Company named STATCAP, LLC., which was formed on April 12, 2018, which had not yet been funded and which they have agreed to dissolve immediately.

WHEREAS, the terms "Membership Interest" or "Transferred Membership Interest" refers to the HARRIMAN'S entire interest, including, but not limited to material and property, intellectual properties and trademarks, including United States Patent Publication - PUB. No.: US2018/0079461 A1, and the StatCap trademark serial #87187868, registration #5318471, with the exception of the oscilloscope.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

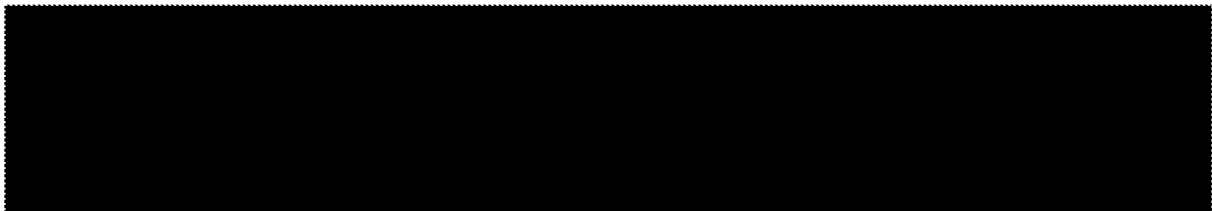
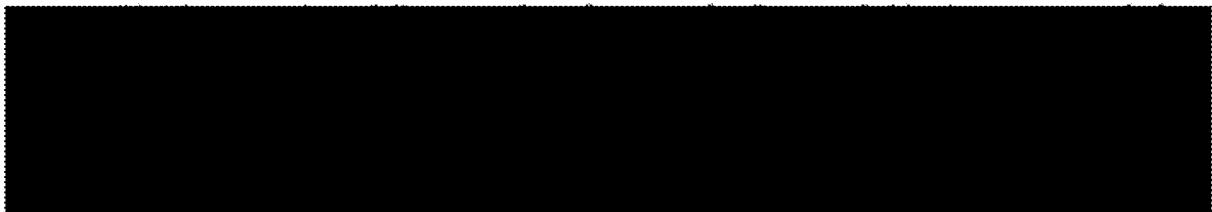
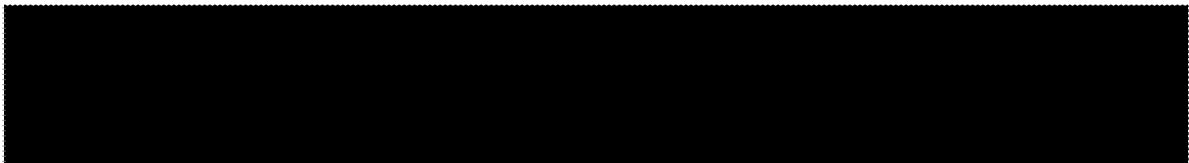
1. Purchase and Sale of Membership Interest.

(a) Buyer shall purchase from Seller, and Seller shall sell to Buyer, 100% of Seller's total interest in the Company (the "Transferred Membership Interest") for the aggregate purchase price of [REDACTED] (the "Purchase Price").

(b) The Purchase Price shall be payable by Buyer to Seller, within one (1) year of the date of execution of this agreement.

(c) The Purchase Price shall be payable by Buyer to Seller by wire transfer in immediately available funds to Seller's account as follows:

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

To Members: The address listed after their signatures below.

12. Binding Effect. This Agreement shall be binding upon the legal representatives and successors of the Seller and the Buyer and the Members; provided, however, that the Members may not assign any rights or obligations under this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts entered into and to be performed entirely within the State of Arizona by residents of the State of Arizona.

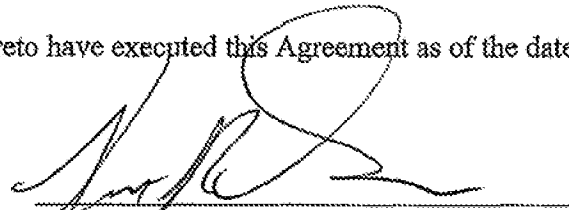
14. Confidentiality. This Agreement and the terms contained here are to be held in the strictest confidence by the parties and are not to be disclosed by parties to any party other than their spouse; provided, however, that the Buyer may discuss the transactions contemplated by this Agreement with such employees of the Company as Buyer deems appropriate.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties pertaining to the sale of the Interest by the Seller and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect to such sale.

16. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

  
CHRIS ROY HARRIMAN  
4301 E. Pinal Street  
Tucson, Arizona 85739

  
KURT ROBERT STILLMAN  
12951 N. Westminster Drive  
Oro Valley, Arizona 85739