

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5416516

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JASON MCNUTT	03/07/2019
RECEIVING PARTY DATA	
Name:	CERULEANT SYSTEMS, LLC
Street Address:	3240 WELCOME AVENUE NORTH
Internal Address:	SUITE 101
City:	CRYSTAL
State/Country:	MINNESOTA
Postal Code:	55422
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10121022
Application Number:	16153917
PCT Number:	US1854807
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816-842-8600
Email:	lora.gurley@stinson.com
Correspondent Name:	PATENT GROUP, STINSON LEONARD STREET LLP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	3501100.0001
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	03/12/2019
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**") is entered into by and between Jason McNutt, an individual residing at 3240 Welcome Avenue North, Crystal, Minnesota 55422 ("**Assignor**") and Ceruleant Systems, LLC, a Minnesota limited liability company with a principal office located at 3240 Welcome Avenue North, Suite 101, Crystal, MN 55422 ("**Assignee**").

A. Assignor is the inventor named on the patent and patent applications listed in Schedule A attached hereto ("**Patents**").

B. This Agreement is entered into to assign and transfer all of Assignor's rights in the Patents (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers, and conveys to Assignee, the Assignor's entire right, title and interest in and to the Patents, including:

- (a) the inventions disclosed or claimed, in whole or in part, in the Patents;
- (b) all patents and patent applications that may later be filed that claim priority to any of the Patents, including any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection in any country;
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the Paris Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned above are referred to collectively in this Agreement as the "**Assigned Rights**."

2. Further Assurances

This Agreement constitutes evidence of the assignment of the Assigned Rights by Assignor to Assignee and may be presented to any relevant authority for the purpose of registration or recordation of the Assignee's right, title and interest in the Assigned Rights.

Assignor will execute any and all other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in the Assigned Rights.

3. Representations, Warranties and Covenants

Assignor hereby represents, warrants and covenants to Assignee that:

- (a) Assignor has the full right and power to enter into and perform his obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

4. Choice of Law

This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the State of Minnesota, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction.

5. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature pages follow]

JASON McNUTT

By: [Signature]

Printed Name: Jason McNUTT

Date: 3/7/2019

ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) SS

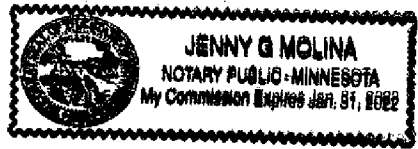
On this 7th day of March, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jason McNutt, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

(SEAL)

My Commission Expires:

January 31, 2022.



CERULEANT SYSTEMS, LLC

By: [Signature]

Printed Name: Jason McNOTT

Title: Manager

Date: 3/7/2019

ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) SS

On this 7th day of March, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jason McNott, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

(SEAL)

My Commission Expires:
January 31, 2022



SCHEDULE A

Title	Country	Patent No./ App. No.	Issue Date/ Filing Date	Status
Methods and Systems for Encrypting Data Using Object-Based Screens	United States	10,121,022	11/06/2018	Issued
Methods and Systems for Encrypting Data Using Object-Based Screens	United States	16/153,917	10/08/2018	Pending
Methods and Systems for Encrypting Data Using Object-Based Screens	PCT	PCT/US2018/054807	10/08/2018	Pending