

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5543260

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EYEQ, INC.	12/31/2018
RECEIVING PARTY DATA		
Name:	ALPHA MODUS, CORP.	
Street Address:	20311 CHARTWELL CENTER DRIVE, SUITE 1469	
City:	CORNELIUS	
State/Country:	NORTH CAROLINA	
Postal Code:	28031	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14335429	
CORRESPONDENCE DATA		
Fax Number:	(844)670-6009	
<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:	5127704222	
Email:	wkellar@dickinsonwright.com	
Correspondent Name:	ROSS SPENCER GARSSON	
Address Line 1:	607 W. 3RD STREET, SUITE 2500	
Address Line 2:	DICKINSON WRIGHT PLLC	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	072183-10101	
NAME OF SUBMITTER:	WANDA KELLAR	
SIGNATURE:	/Wanda Kellar/	
DATE SIGNED:	05/28/2019	
Total Attachments: 3		
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source=Assignment-eyeQ-Alpha Modus#page3.tif		

EXECUTION COPY

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is executed as of December ____, 2018 ("Effective Date"), by and between eyeQ, Inc, a Delaware corporation ("Assignor"), and Alpha Modus, Corp., a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of the Assets, as well as the Patent Rights(as such terms are defined in the Purchase Agreement defined below); and

WHEREAS, pursuant to the Intellectual Property Purchase Agreement (the "Purchase Agreement") dated December ____, 2018, by and between Assignor and Assignee, Assignee wishes to acquire the entire rights, title, and interest to the Patent Rights in perpetuity;

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

1. Assignor hereby assigns, grants, bargains, sells, conveys, transfers and sets over unto Assignee all of the Assets and Patent Rights including but not limited to, all registration rights with respect to the Patent Rights, all related rights to prepare derivative marks or patents, all related goodwill and all other related rights.

2. Assignor hereby warrants to Assignee and its successors and assigns that

a. Assignor has good and marketable title to the Patent Rights and such Patents Rights are hereby conveyed to Assignee, free and clear of all encumbrances;

b. Assignor has the right, power and authority to enter into this Agreement;

c. Assignor is the owner of the Patent Rights;

d. The Patent Rights are free of any liens, security interests, encumbrances or licenses;

e. The Patent Rights do not infringe the rights of any person or entity;

f. There are no claims, pending or threatened, with respect to Assignor's rights in the Patent Rights as of the Effective Date; and

g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Assignor agrees with Assignee and its successors and assigns that Assignor will indemnify and defend Assignee against all third party claims and contrary demands to the extent such claims or demands are caused by Assignor's failure to convey such good and marketable title free and clear of all encumbrances, Assignor's infringement of third party rights, or Assignor's breach of the other warranties in this Section 2. Assignor and Assignee agree that Assignor's liability shall be limited as set forth in Article 7 of the Purchase Agreement. This Section 2 states Assignor's entire liability and Assignee's sole and exclusive remedy for all third party claims related to the Patent Rights.

EXECUTION COPY

Except as otherwise expressly set forth herein, Assignor makes no representation or warranty to Assignee regarding the Patent Rights, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

3. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

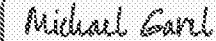
4. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

5. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of North Carolina.

ASSIGNOR:

eyeQ, Inc

DocuSigned by:



Name: Michael Garel

Title: CEO

ASSIGNEE:

ALPHA MODUS, CORP.

Name: William Alessi

Title: CEO

Except as otherwise expressly set forth herein, Assignor makes no representation or warranty to Assignee regarding the Patent Rights, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

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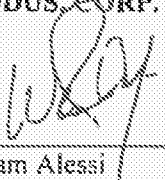
ASSIGNOR:

eyeQ, Inc

Name: Michael Garel
Title: CEO

ASSIGNEE:

ALPHA MODUS CORP.



Name: William Alessi
Title: CEO