

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5613093

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALCHEMY IOT INC.	07/09/2019
RECEIVING PARTY DATA	
Name:	JESSE ISSA AWEIDA
Street Address:	7184 SPRING CT
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80303
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15458708
Patent Number:	10147040
CORRESPONDENCE DATA	
Fax Number:	(416)216-3930
<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:	+1 416.203.4465
Email:	dockettor@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1:	1, PLACE VILLE MARIE
Address Line 2:	BUREAU 2500
Address Line 4:	MONTRÉAL, CANADA H3B 1R1
ATTORNEY DOCKET NUMBER:	55787729-9US/10US
NAME OF SUBMITTER:	NIALL COONEY
SIGNATURE:	/Niall Cooney/
DATE SIGNED:	07/11/2019
Total Attachments: 3	
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CONFIRMATORY INVENTION ASSIGNMENT AGREEMENT

This Confirmatory Invention Assignment Agreement (this "Assignment Agreement") is made as of July 9, 2019 (the "Effective Date") by Alchemy IOT, Inc. (doing business as Alchemy IOT), a corporation incorporated under the laws of the State of Colorado ("Assignor"), and Jesse Issa Aweida, an individual residing the State of Colorado ("Assignee").

WHEREAS, Assignor wishes to assign all the right, title and interest in and to the inventions set forth and described in the patents/patent applications specified in Schedule A (hereinafter the "Inventions") to Assignee; and

WHEREAS, Assignee wishes to receive all the right, title, interest, property, and benefit in and to the Inventions; and

WHEREAS, the parties wish to execute this Assignment Agreement to confirm such assignment and to use this Assignment Agreement for the purpose of transferring ownership and title to the Inventions in the applicable intellectual property and/or patent and trademark offices;

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants, agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant. The Assignor confirms by these presents that the Assignor had, as of the Effective Date, sold, assigned, granted, transferred, and set over to the Assignee and does hereby sell, assign, transfer, and set over to the Assignee, to any extent not already sold, assigned, granted, transferred or set over to Assignee all right, title, interest, property, and benefit in and to the Inventions, in the United States and all other countries and jurisdictions in the world, including any and all applications filed therefor, including any and all corresponding applications whether in the form of divisions, continuations, continuations-in-part, re-examinations, re-issues and extensions thereof, any and all patents that may issue, be granted or result therefrom for the Inventions, and any and all rights of priority resulting from the filing of any such applications and any previously filed applications in respect of the Inventions under international conventions, treaties or otherwise; together with all claims for damages by reason of past infringements of the Inventions, along with the right to sue for and collect such damages, to the extent permitted by applicable law, for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
2. Representations and Warranties of the Parties. Each party represents and warrants that (i) this Assignment Agreement is a legal, valid and binding obligation of the representing and warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment Agreement in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment Agreement.
3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignment, transfer and conveyance of the Inventions, including any actions or documents required by the applicable registrar to document such assignment, transfer and conveyance or as may be necessary to protect, secure and vest good, valid and marketable title to the Inventions and related rights in Assignee.
4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives for the Inventions in accordance with the terms of this Assignment Agreement.
5. Choice of Law. This Assignment Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado and the

laws of the United States of America applicable therein without reference to any provisions on conflict of laws. The parties waive any right to a jury trial with respect to any action brought in connection with this Assignment Agreement. The Federal and Provincial courts in Denver, Colorado, shall have exclusive jurisdiction over any legal action or proceeding arising out of or relating to this Assignment Agreement.

6. Entire Agreement. This Assignment Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all previous communications, agreements, and understandings between the parties relating to the subject matter hereof. Neither party has entered into this Assignment Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in this Assignment Agreement.

7. Signatures. **IN WITNESS WHEREOF**, each party has executed this Assignment Agreement by the signature of such party's authorized representative.

Kathy Matteson
Witness

Alchemy IOT, Inc.
Signature: Thomas V. Niemann
Name: THOMAS V. NIEMANN
Title: VP FINANCE

Kathy Matteson
Witness

Jesse Aweida
JESSE AWEIDA

Witness

Declaration of Witness
Each witness hereby declares that he/she was personally present and did see the person for which he/she is witnessing duly sign and execute the foregoing assignment on the day and year set forth above and hereby authenticates the signature of the person.

Handwritten mark

SCHEDULE A

Assigned Patents/Patent Applications

1. United States Patent Application #15/480,693, Filed April 6, 2017, "Device Data Quality Evaluator", issued as U.S. Patent No. 10,147,040
2. United States Patent Application #15/458,708, Filed March 14, 2017, "Blended IoT Device Health Index"

