

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5644474

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARL CARPENTER	07/30/2019
RECEIVING PARTY DATA		
Name:	TALKSHO, INC.	
Street Address:	2674 EAST MAIN STREET, SUITE E-230	
City:	VENTURA	
State/Country:	CALIFORNIA	
Postal Code:	93003	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15938794	
Application Number:	16451355	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6502797846	
Email:	ashkon@selectpatents.com	
Correspondent Name:	ASHKON CYRUS	
Address Line 1:	929 COLORADO AVENUE	
Address Line 4:	SANTA MONICA, CALIFORNIA 90401	
NAME OF SUBMITTER:	ASHKON CYRUS	
SIGNATURE:	/Ashkon Cyrus/	
DATE SIGNED:	07/30/2019	
Total Attachments: 4		
source=Assignment#page1.tif		
source=Assignment#page2.tif		
source=Assignment#page3.tif		
source=Assignment#page4.tif		

Patent Assignment

This **Patent Assignment** (hereinafter referred to as the "Assignment") is made and entered into on 7/30/2019 (the "Effective Date") by and between the following parties:

Carl Carpenter

2674 East Main Street, Suite E-230
Ventura, CA 93003-2820
(the "Assignor")

AND

Talksho, Inc.

2674 East Main Street, Suite E-230
Ventura, CA 93003-2820
(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as the "Patents") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Patents; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its right, title, and interest in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, international applications, divisionals, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications set forth in Exhibit A to Assignee as recipient of Assignor's right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents, that the Patents have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:  Date: 7/30/2019
Carl Carpenter

Assignee:

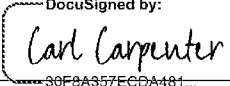
By:  Date: 7/30/2019
Talksho, Inc.
CEO
Carl Carpenter

Exhibit A

List of Patent Applications

U.S. Patent/Application number: 15/938,794

Filing Date: 03/28/2018

Title: Asynchronous Video Conversation Systems and Methods

U.S. Patent/Application number: 16/451,355

Filing Date: 06/25/2019

Title: Asynchronous Video Conversation Systems and Methods