

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5706543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PERSONICS HOLDINGS, INC.	06/21/2017
PERSONICS HOLDINGS, LLC	06/21/2017
RECEIVING PARTY DATA	
Name:	DM STATON FAMILY LIMITED PARTNERSHIP
Street Address:	6800 BROKEN SOUND PARKWAY, SUITE 200
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33487
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16563537
CORRESPONDENCE DATA	
Fax Number:	(561)659-6313
<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:	5616535000
Email:	ip@akerman.com, angela.martin@akerman.com
Correspondent Name:	AKERMAN LLP
Address Line 1:	777 SOUTH FLAGLER DRIVE
Address Line 2:	SUITE 1100 WEST TOWER
Address Line 4:	WEST PALM BEACH, FLORIDA 33401
ATTORNEY DOCKET NUMBER:	11472-23-1
NAME OF SUBMITTER:	PETER A. CHIABOTTI
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	09/06/2019
Total Attachments: 6	
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PATENT

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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement ("IP Assignment") is entered into this 21st day of June, 2017, by and among **DM Staton Family Limited Partnership**, a Wyoming partnership, assignee of Staton Family Investments, Ltd., with an address of 6800 Broken Sound Parkway, Suite 200, Boca Raton, FL 33487 ("Staton"), **Personics Holdings, Inc.**, a Delaware corporation, with an address of 4800 N. Federal Hwy, Ste. A 205, Boca Raton, FL 33431 ("Corporation"), and **Personics Holdings, LLC**, a Delaware limited liability company, with an address of 4800 N. Federal Hwy, Ste. A 205, Boca Raton, FL 33431 ("LLC"), Staton, LLC and Corporation may be referred to herein individually as a "Party" or jointly as the "Parties" pursuant to a Strict Foreclosure Agreement between the Parties, dated on even date herewith (the "Strict Foreclosure Agreement").

Recitals

A. Under the terms of the Strict Foreclosure Agreement, Corporation and LLC have conveyed, transferred, and assigned to Staton, among other assets, certain intellectual property of Corporation and LLC, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

B. The Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Corporation and LLC hereby irrevocably convey, transfer, and assign to Staton, and Staton hereby accepts, all of Corporation's and LLC's right, title, and interest in and to all of Corporation's and LLC's intellectual property, including the following (the "Assigned IP"):

(a) all inventions and discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures, including the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all registered and common law trademarks, including the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all registered and unregistered copyrights, including the copyright registrations and applications for registration and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all domain names (the "Domains"), together with the goodwill of the business connected with the use of, and symbolized by, the Domains;

(e) all rights of any kind whatsoever of Corporation and/or LLC accruing under any of the foregoing provided by applicable law of any jurisdiction, by

international treaties and conventions, and otherwise throughout the world, including the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Corporation and LLC hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Staton. Following the date hereof, upon Staton's request, Corporation and LLC shall take such steps and actions, and provide such cooperation and assistance to Staton and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Staton, or any assignee or successor thereto.

3. Terms of the Strict Foreclosure Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Strict Foreclosure Agreement, to which reference is made for a further statement of the rights and obligations of Corporation, LLC and Staton with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Strict Foreclosure Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document and may be executed by means of facsimile, e-mail, or other forms of electronic signature. Signature pages may be detached from the counterparts and attached to a single copy of this IP Assignment to physically form one document.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The laws of the State of Florida, without giving effect to its conflicts of laws principles, shall govern all matters arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement thereof.

**[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

PERSONICS HOLDINGS, INC.,
a Delaware corporation

By: Steve Goldstein

Name: Steve Goldstein

Title: CEO

**DM STATON FAMILY LIMITED
PARTNERSHIP,**
a Wyoming partnership

By: _____

Name: _____

Title: _____

PERSONICS HOLDINGS, LLC,
a Delaware limited liability company

By: Steve Goldstein

Name: Steve Goldstein

Title: CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

PERSONICS HOLDINGS, INC.,
a Delaware corporation

By: Steve Goldstein

Name: Steve Goldstein

Title: CEO

**DM STATON FAMILY LIMITED
PARTNERSHIP,**
a Wyoming partnership

By: DAVID C. STATON

Name: [Signature]

Title: MANAGING MEMBER

PER
a Delaware corporation

By: Steve Goldstein

Name: Steve Goldstein

Title: CEO

Schedule 1 -- Assigned Patents And Patent Applications

United States

Serial No.	Filing Date	Title
13/976,636	10/01/2013	Information Processing Using A Population Of Data Acquisition Devices
61/431,507	01/11/2011	Information Processing Using A Population Of Data Acquisition Devices
61/428,369	12/30/2010	Information Processing Using A Population Of Data Acquisition Devices
PCT/US11/68103	12/30/2011	Information Processing Using A Population Of Data Acquisition Devices
14/007,482	9/25/2013	Methods And Systems For Searching Utilizing Acoustical Context
PCT/US12/30862	3/28/2012	Methods And Systems For Searching Utilizing Acoustical Context
61/516,026	3/28/2011	Methods And Systems For Searching Utilizing Acoustical Context

Schedule 2--Assigned Trademark Registrations And Applications

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