

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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ALEX CABELLO	09/12/2019
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15955016
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SIGNATURE:	/Justin R. Jackson/
DATE SIGNED:	09/12/2019
Total Attachments: 5	
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ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventors: Jeff Houchard, Alex Cabello

App. No.: 15/955,016

Filing Date: April 17, 2018

For valuable consideration received or to be received, and hereby acknowledged, Jeff Houchard of PO Box 1016, Kihei, HI 96753, USA; and Alex Cabello of 11 Ao Hoku Pl., Kahului, HI 96732, USA (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto MathNimbus Inc. of 1005 Heron Dr. E, Colleyville, TX 76034, USA, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Conversion of Interpretive Language Functions Into Web Applications or Services*, and described in an application filed in the United States Patent and Trademark Office on April 17, 2018, as Attorney Docket No. 33670-1001-CONT, and given U.S. Patent Application No. 15/955,016, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion, to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter

known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Inventors will promptly provide to Assignee, upon its request, with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

Assignee may not further assign Inventors' rights without the prior written consent of Inventors. It is hereby clarified that a "change in control" transaction of the Assignee shall be deemed to be an assignment. Under no circumstances will any assignment be permitted to an entity acquiring Assignee through insolvency, bankruptcy, assignment for the benefit of one or more creditors (through foreclosure or any other means) or any similar proceeding, any of which shall require the consent of Inventors.

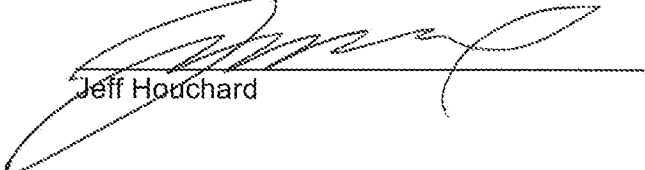
Assignee shall assign Inventors' rights back to Inventors upon any of the following events: (1) Upon the voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding of the Assignee which is not

removed within sixty (60) days; (2) upon cessation of business operations of the Assignee; or
(3) upon an election by Assignee to dissolve or wind-up business.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their
heirs, administrators, estates, successors and assigns of every kind.

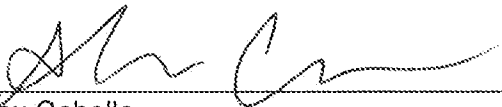
Inventors hereby authorize and request the Director of the United States Patent and
Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as
shall be granted on said application or applications based thereon to Assignee.

DATED this 12 day of September, 2019.



Jeff Houchard

DATED this 12 day of September, 2019.



Alex Cabello

DATED this 12th day of September, 2019.

Accepted by Assignee:

MathNimbus Inc.



John Bay
Title: President