## 505788102 11/22/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5834930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
IP STREET HOLDINGS, LLC	05/18/2018

## **RECEIVING PARTY DATA**

Name:	TURBOPATENT CORP.
Street Address:	105 S. MAIN ST.,
Internal Address:	SUITE 240
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15208428

#### **CORRESPONDENCE DATA**

**Fax Number:** (360)294-6426

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.

Phone: 360-737-1748
Email: jane@fspllc.com
Correspondent Name: CHARLES A. MIRHO
Address Line 1: 431 H STREET

Address Line 4: CRESCENT CITY, CALIFORNIA 95531

ATTORNEY DOCKET NUMBER:	FSPGEN123
NAME OF SUBMITTER:	CHARLES A. MIRHO
SIGNATURE:	/Charles A. Mirho/
DATE SIGNED:	11/22/2019

### **Total Attachments: 6**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 18, 2018, is made by IP Street Holdings, LLC ("Seller"), a Washington limited liability company, located at 999 W. Riverside Ave., Spokane, WA 99201, in favor of TurboPatent Corp. ("Buyer"), a Washington corporation, located at 105 S. Main St., Suite 240, Seattle, WA 98104, the purchaser of certain assets of Seller pursuant to an Asset Contribution Agreement by and among Buyer and Seller, dated as of May 18, 2018 (the "Asset Contribution Agreement").

WHEREAS, under the terms of the Asset Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has 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;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the patents and patent applications set forth on <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) 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
  - (d) 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. Seller hereby authorizes the Commissioner for Patents 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 Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Contribution Agreement and the terms hereof, the terms of the Asset Contribution Agreement shall govern.

- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. 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. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[Signature Page Follows]

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IN WITNESS WHEREOF, Selfer has duly executed and delivered this IP Assignment as of the date first above written.

A + ly known to e foregoing acity as the thistrument oned in the

4838-6785-4949, v. 1

AGREED TO AND ACCEPTED:

TURBOPATENT CORP.

Title: Chief Operating Officer

Address for Notices: 105 S. Main St., Suite 240,

Seattle, WA 98104

ACKNOWLEDGMENT

STATE OF WASHINGTON COUNTY OF KING

) )SS.

On the 17th day of May, 2018, before me personally appeared Byron McCann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Operating Officer of TurboPatent Corp., the Washington corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of TurboPatent Corp. for the uses and purposes mentioned in the instrument.

My Commission Expires: July 8, 2019

Notary Public --Printed Name:



## **SCHEDULE 1**

## ASSIGNED PATENTS AND PATENT APPLICATIONS

#### **Granted US Patents**

- 3.1.1.2 US 7,895,104- Presentation and Analysis of Docket Information and Financial Information 7.5 Year Maintenance Fee due 8/22/2018.
- 3.1.1.3 US 8,606,671 Presentation and Analysis of Docket Information and Financial Information. 7.5 Year Maintenance Fee due 06/10/2021.

### **Granted Japanese Patents**

5357164- Intellectual property rights and the aggregation of financial information, analysis and presentation-Annuity due 9/6/2018.

## **Pending US Applications**

15/208,428- CIP-Method and System for Evaluating Intellectual Property.

62481502- Provisional application Virtual Agent For The Retrieval And Analysis Of Information and the associated conversion to the Virtual Agent for the Retrieval and Analysis of Information non-provisional application 15/945,621 filed April 4, 2018 (FSP1358).

## **Other Patent Applications**

Title of Application	Foreign Associate Ref. No.	Application No. / Registration No.	Status of Application
Presentation and Analysis of Patent Information and other Information	None	12/751,833	Abandoned
Presentation and Analysis of Docket Information and Financial Information	None	14/100,980	Abandoned
Processing and Presenting Intellectual Property and other Information		5677536	Abandoned
Processing and Presenting Intellectual Property and other Information	None	12/730,098	Abandoned
Processing and Presenting Intellectual Property and other Information	None	12/759,619	Abandoned
IP Information and Analysis	None	13/447,256	Abandoned

Architecture for Aggregating, Analyzing and Presenting Patent and Business Data	None	13/447,258	Abandoned
Mobile App for Patent and Company Analysis	None	14/214,814	Abandoned

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**RECORDED: 11/22/2019**