505884936 01/27/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5931761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
CHAD DUSTIN TILLMAN	01/26/2019

# **RECEIVING PARTY DATA**

Name:	IPXCL, LLC
Street Address:	3440 TORINGDON WAY, SUITE 310
Internal Address:	C/O TILLMAN WRIGHT PLLC
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28277

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16773965

#### **CORRESPONDENCE DATA**

**Fax Number:** (877)248-5100

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: 8772485100
Email: uspto@ti-law.com
Correspondent Name: CHAD D TILLMAN
Address Line 1: PO BOX 49309

Address Line 4: CHARLOTTE, NORTH CAROLINA 28277

ATTORNEY DOCKET NUMBER:	2052.007 TILLMAN
NAME OF SUBMITTER:	CHAD D TILLMAN
SIGNATURE:	/CHAD D TILLMAN/
DATE SIGNED:	01/27/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

# **Total Attachments: 3**

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PATENT 505884936 REEL: 051636 FRAME: 0358

#### ASSIGNMENT OF INVENTION RIGHTS

# WHEREAS,

Chad Dustin TILLMAN 11106 Brush Hollow Road Matthews, NC 28105

(hereinafter "<u>Assignor</u>") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "<u>Invention</u>" and collectively the "<u>Inventions</u>"), for a full description of which reference is here made to the following patent property:

Application No.: 62/797,136

Titled: PORTABLE MEMORY DEVICE HAVING MUTUALLY EXCLUSIVE NON-

VOLATILE ELECTRONIC DATA STORAGE

Inventors: Evan Michael DORSEL; Chad Dustin TILLMAN

Filed on: January 25, 2019

#### ("Patent Property");

# WHEREAS,

IPXCL, LLC c/o TILLMAN WRIGHT, PLLC 11325 N. Community House Rd., Suite 250 Charlotte, NC 28277

(hereinafter "<u>Assignee</u>") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any patent that has been or may be obtained for any of the Inventions, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to irrevocably quitclaim, sell, assign, transfer and convey, and by these presents does hereby irrevocably quitclaim, sell, assign, transfer and convey, unto Assignee, in perpetuity, all past, present and future right, title, and interest in, to and under:

- The Inventions;
- The right and authorization to file any application for any one or more of the Inventions;
- Any application for patent for any of the Inventions that may be or has been filed in any country, including the Patent Property;
- Any patent that may be or has been obtained for any of the Inventions in any country;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing;
- Any application from which any of the foregoing claims priority; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention including software, and any derivative right thereof,

(hereinafter collectively "Invention Rights").

#### FURTHERMORE.

Assignor hereby acknowledges that all Invention Rights related to any Invention already may have been assigned to Assignee; and that this "Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purpose of public recordation with the U.S. Patent & Trademark Office of Assignee's rights, title, and interests in the Invention Rights.

Assignor hereby covenants and agrees, and binds all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding or trial that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any petition, oath, assignment, or other paper or instrument that may be requested by Assignee in connection herewith, and Assignor hereby appoints the Assignee as its agent and attorney-in-fact to act for and on its behalf in connection with such actions, which appointment is irrevocable and coupled with an interest.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants: that Assignor has the full power and authority to enter into this Assignment, to assign the Invention Rights, and to fully perform all of obligations of Assignor arising under this Assignment; and that there is no agreement between Assignor and any third party relating to any of the Invention Rights that conflicts with this Assignment.

Without limiting any of the foregoing, Assignor hereby waives any claim that may exist in any jurisdiction to "moral rights" or rights of "droit moral" with respect to any of the Invention Rights and agrees that Assignee shall have the right to make and shall own enhancements to and derivative works of any of the Invention Rights.

This Assignment is governed by and shall be construed in accordance with the laws of the State of North Carolina. To the extent one or more provisions of this Assignment are found invalid or unenforceable with respect to a particular national jurisdiction, the other provisions of this Assignment shall continue to apply in the particular national jurisdiction. Moreover, such finding in the particular national jurisdiction shall not affect the validity or enforceability of any provision of this Agreement in any other national jurisdiction.

[Signature Page(s) Follow(s)]

# ASSIGNOR SIGNATURE PAGE & DECLARATION FOR PATENT PROPERTY

Assignor further declares with respect to the application of the Patent Property both that he or she made such application or authorized such application to be made, and that such individual believes himself or herself to be the original inventor or an original joint inventor of a claimed invention in the application. Assignor hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

This the 26th day of January , 2019 .

Assignor	signature Chad Dustin TILLMAN printed name	(seal)			
	NOTARY CERTIFICATE FOR ACKNOWLEDG	GEMENT			
State of					
County of					
United States of	f America				
On thisday of,, I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:					
Notary Signatur	re:				
	C	<u> </u>			
My Commission	n Expires:				
(Notary Seal)					

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RECORDED: 01/27/2020