

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5994590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INBLIC TECHNOLOGIES, INC.	12/14/2018
MR. ERIC GARZA SANCHEZ	02/28/2020
MS. MARIANA VIALE	02/28/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMI INTERNATIONAL, S. DE R.L. DE C.V
<b>Street Address:</b>	BLVD DIAZ ORDAZ 402 PTE
<b>Internal Address:</b>	COL. RINCÓN DE SANTA MARÍA
<b>City:</b>	MONTERREY, NL
<b>State/Country:</b>	MEXICO
<b>Postal Code:</b>	64650
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16808051
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)989-0848
<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>	
<b>Phone:</b>	314-995-3977
<b>Email:</b>	ddonahue@cvlfirm.com
<b>Correspondent Name:</b>	DENNIS JM DONAHUE III
<b>Address Line 1:</b>	9648 OLIVE BOULEVARD, NO. 226
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63132
<b>ATTORNEY DOCKET NUMBER:</b>	AMII-2
<b>NAME OF SUBMITTER:</b>	DENNIS JM DONAHUE III
<b>SIGNATURE:</b>	/Dennis JM Donahue III/
<b>DATE SIGNED:</b>	03/03/2020
<b>Total Attachments: 8</b>	
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source=Assignment\_AMII2 (EGS - Executed & Finalized)#page2.tif  
source=Assignment\_AMII2 (MV- Executed & Finalized)#page1.tif  
source=Assignment\_AMII2 (MV- Executed & Finalized)#page2.tif

INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT, ENTERED INTO BY THE INCORPORATION CALLED "INBLIC TECHNOLOGIES, INC.", THROUGH ITS LEGAL REPRESENTATIVE, MR. MARCELO MARTÍNEZ GOMEZ, HEREINAFTER AND FOR THE PURPOSES OF THIS AGREEMENT WILL BE REFERRED AS "INBLIC"; AND BY THE ENTITY CALLED "AMI INTERNATIONAL, S. DE R.L. DE C.V.", THROUGH ITS LEGAL REPRESENTATIVE, MR. OCTAVIO ERNESTO RODRÍGUEZ LEYVA, HEREINAFTER AND FOR THE PURPOSES OF THIS AGREEMENT WILL BE REFERRED AS "AMI"; JOINTLY ALL ENTITIES WILL BE HEREINAFTER REFERRED TO AS "THE PARTIES", WHO CELEBRATE THE AGREEMENT HEREIN PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

#### STATEMENTS

**I.- INBLIC** declares and warrants, through its representative, that:

a. **INBLIC** is a company duly incorporated under the laws of the State of Ohio, United States of America, with the capacity to appear at this event, and its legal representative has the necessary and sufficient powers to bind the agreement herein, which have not been revoked, limited or modified in any manner as of the execution date hereof.

c. That it is the creator, developer, and as to date sole owner of all the rights, title, interest of a system named "IoTrode", as it exists as of the date of this Agreement, that consists of a System for Monitoring and Visualization through cameras of Electrode oxidation length, evaluation of electrode consumption and storage of that information into a Data Base which hereinafter will be referred as the "Transferred Assets".

d. **INBLIC** was the creator and developer of the Transferred Assets, and that it warrants, that, to their knowledge, no rights and/or Intellectual Property of third parties were infringed.

e. As of the date of this Agreement, **INBLIC** has no suits, pending actions, proceedings and claims from third parties that would impair the ability of **INBLIC** to consummate the transaction contemplated by this Agreement.

f. **INBLIC** has not filled any application with the United States Patent and Trademark Office or any other office, and commits to not apply for any patent, trademark or copyright registrations on the Transferred Assets after execution of this Agreement.

g. **INBLIC** wishes to execute this Agreement in order to sell to **AMI**, as the buyer, the Transferred Assets in accordance with the terms and conditions set forth hereof.

**II.- AMI** declares and warrants, through its representative, that:

a. It is a company duly incorporated under the Mexican laws, with the capacity to appear at this event, and its legal representative has the necessary and sufficient powers to bind the agreement herein, which have not been revoked, limited or modified in any manner as of the execution date hereof.

b. It wishes to execute this Agreement in order to buy from **INBLIC**, as seller, the Transferred Assets in accordance with the terms and conditions set forth hereof.

**III. THE PARTIES** declare and warrant, through its representative, that:

a. The execution of this Agreement constitutes legal and binding obligations against them, in accordance with its respective terms and it does not violate any law, nor contractual disposition that binds them or affects them.

b. Do not require any authorization, approval, registry, or other act of, or before, any governmental authority of Mexico or the United States of America, for the due execution, delivery and compliance of this Agreement.

c. The term "Intellectual Property" means all of INBLIC's right, title and interest in the Transferred Assets including any active sales contracts as of the date of this Agreement.

d. When referred to **AMI** and/or **INBLIC**, jointly or individually, they also refer to their affiliates, and subsidiaries, which will be bounded to the execution of the Agreement herein.

By Virtue of the foregoing, based on the preceding Statements the **PARTIES** agree to be bound by the following:

### **C L A U S E S**

**FIRST.-** Subject to the terms and conditions of this Agreement, **INBLIC** agrees to sell, transfer, convey and fully assign to **AMI**, all rights, titles, and interests throughout the world in the Transferred Assets as it exists in its form as of the date of this Agreement.

**SECOND.-** **AMI** shall pay **INBLIC** the full amount of **USD \$500.00 (FIVE HUNDRED 00/100 UNITED STATES DOLLARS)**, on the execution date hereof.

**THIRD.-** **AMI** will be the exclusive owner and provider of the Transferred Assets to all industries, including but not limited to the steel industry and is free to further develop it and do whatever it deem appropriate with them as well as to integrate the Transferred Assets into its Smart Furnace system of EAF optimization products.

**FOURTH.-** The terms of this Agreement are binding upon **INBLIC** and its respective affiliates, subsidiaries, shareholders, officers, directors, employees, agents and representatives hereby irrevocably waive in favor of **AMI** all rights, titles and interest to the Transferred Assets.

**INBLIC** also agrees to assist **AMI** with any procedure, paperwork or formality, in order to conclude the full assignment.

Notwithstanding the above, **AMI** acknowledges that **INBLIC** will be entitled to finish execution with the help of **AMI** and receive any outstanding payments from Gerdau Jackson that remain due under Purchase Order 3005173652.

**FIFTH.-** In consideration of the assignment of the rights, titles, interests of the Transferred Assets to **AMI** is completed, **AMI** agrees to voluntarily release and discharge **INBLIC** its affiliates and its respective officers, directors, employees, agents and representatives and all individuals that contributed to the creation of the Transferred Assets, of any claim exclusively and directly related to the development of the Transferred Assets.

**SIXTH.- AMI** agrees to indemnify and defend **INBLIC** its affiliates and its respective officers, directors, employees, agents and representatives at **AMI's** cost (with legal counsel selected by **AMI**, in connection with all third-party claims related to the operation, deployment, installation and sale of the Transferred Assets, with the exception of claims arising from any issue related with agreements executed between third parties and **INBLIC**, before the execution of the Agreement herein.

**INBLIC** expressly disclaims, any express or implied warranties of any kind, whatsoever, including but not limited to implied warranties of merchantability or fitness for a particular purpose or any warranty that the Transferred Assets are "error free". All intellectual property provided, transferred and/or assigned under this Agreement is furnished "as is" without any support, assistance, maintenance or warranties of any kind, whatsoever, from **INBLIC**. **AMI** assumes total responsibility and risk for its use of the Transferred Assets including any updated versions.

**SEVENTH.- THE PARTIES** agree that any improvement, revision or modification made to the Transferred Assets, developed by **AMI** after closing will become the Intellectual Property of **AMI** unless agreed otherwise in writing by the Parties.

**EIGHTH.- THE PARTIES**, their affiliates, subsidiaries, shareholders representatives and assigns agree to be bounded to the terms of this Agreement herein.

**NINTH.- THE PARTIES** agree to keep the terms of this Agreement confidential.

The termination of the Agreement herein, no matter the reason, does not give the right to the **PARTIES** to disclose and shall not affect the rights and obligations contained herein with respect to the Confidential Information supplied hereunder prior or after the termination.

**TENTH.-** All notices and communications provided for hereunder, shall be in writing and delivered or sent by telefax, or shall be delivered to each party hereto at its address or e-mail set forth herein:

**INBLIC**

Address: 6971 Crystal Creek Dr. Brecksville OH 44141 USA

E-mail: marcelo.martinez@inblic.com

**AMI**

Address: Blvd Díaz Ordaz 402 Pte, Col. Rincón de Sta. María, Monterrey, NL 64650 México

E-mail: octavio.rodriguez@amiautomation.com

Any other address, e-mail or telefax shall be designated by such party in written notice given to the other party hereof. All notices delivered in the domicile of the corresponding party shall be effective since its deliver, and the notices sent by telefax or e-mail, shall be effective when the addressee emits a notice of the reception.

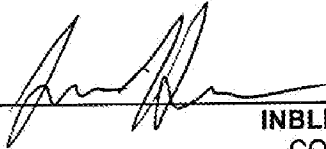
**ELEVENTH.-** This Agreement will be governed by, and interpreted in accordance with, the applicable laws in USA, reason why the **PARTIES** are submitted to the jurisdiction of the competent Courts of the State of Texas, referred to any action or procedure in relation to this Agreement, and the **PARTIES** waive irrevocably by this to any other jurisdiction that will be able correspond to them now or in the future by virtue of its present domicile or any other future domicile or for any other reason.

IN WITNESS THEREOF, the **PARTIES** execute the Agreement herein as of the date of the last signature and agree to be bound to its terms.

Dated: 12/14/2018

  
\_\_\_\_\_  
**INBLIC**  
Legal Representative  
**MARCELO MARTÍNEZ GÓMEZ**

Dated: Dec 14, 2018

  
\_\_\_\_\_  
**INBLIC**  
COO  
**JAMES J. HANSEN JR.**

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
**AMI**  
Legal Representative  
**OCTAVIO ERNESTO RODRÍGUEZ LEYVA**

ASSIGNMENT

In consideration of good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor ("Inventor") hereby assigns to AMI International, S. De R.L. De C.V, having a principal place of business at Blvd Diaz Ordaz 402 Pte, Col. Rincón de Santa María, Monterrey, NL 64650 MX, its successors and assigns (hereinafter Assignee"), the entire right, title and interest in the Inventor's invention or improvements as identified below and disclosed in the following applications and/or United States Letters Patent:

Application Serial No.: 16/808,051

Invention Title: METHOD FOR DETERMINING ELECTRODE CONSUMPTION WITH MACHINE VISION

Filing Date: March 3, 2020

and any and all other applications for Letters Patent which the Assignee or the Inventor may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States which may be obtained on any of said applications, including any identified above, and in any reissue or extension thereof.

Inventor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to said Assignee, and the Assignee hereby authorizes and requests the attorneys of record in said application(s) to insert in this Assignment the serial number and filing date of said application(s).

For said considerations, Inventor hereby agrees, upon the request and at the expense of said Assignee, to execute any divisional, continuation, continuation-in-part or substitute application for said invention or improvements, and any oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application(s), and, in the event of any application or Letters Patent assigned herein becoming involved in an interference, to cooperate to the best of the Inventor's ability in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. Inventor hereby agrees to perform, upon request, any affirmative acts to obtain said Letters Patent of the United States and vest in said Assignee all rights therein, whereby said Letters Patent will be held and enjoyed by said Assignee, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Inventor if this assignment has not been made. Inventor further assigns to Assignee the right to sue infringers, including any infringements that may have occurred prior to the effective date of this Assignment.

This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri applicable to agreements to be performed wholly within such state. In connection with any litigation commenced by the parties under this Agreement, each party hereby irrevocably consents and submits to the jurisdiction of and venue in the Circuit

Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri, and each party specifically waives any objection based on venue with respect to any such litigation. In construing this Assignment, both parties shall be deemed to have cooperated in its drafting and preparation and negotiated the terms accordingly.

IN EXECUTING THIS ASSIGNMENT, INVENTOR HEREBY ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL WHO IS NOT LEGAL COUNSEL FOR ASSIGNEE, AND INVENTOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. WITHOUT LIMITING THE FORGOING, UPON ASSIGNING THIS INVENTION TO ASSIGNEE, INVENTOR HAS NO OWNERSHIP IN THE INVENTION.

And for said consideration, Inventor hereby assigns to said Assignee the entire right, title and interest in said invention or improvements for all foreign countries, including all priority rights, and agrees to execute, at the request of said Assignee, all documents in connection with any application for foreign Letters Patent therefor.

INVENTOR



Eric Garza Sanchez

Date: Feb 28, 2020

WITNESSES



Print Name: Carlos de los Santos

Date: Feb 28, 2020



Print Name: Saul Gonzalez

Date: Feb 28, 2020



ASSIGNMENT

In consideration of good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor ("Inventor") hereby assigns to AMI International, S. De R.L. De C.V, having a principal place of business at Blvd Diaz Ordaz 402 Pte, Col. Rincón de Santa María, Monterrey, NL 64650 MX, its successors and assigns (hereinafter Assignee"), the entire right, title and interest in the Inventor's invention or improvements as identified below and disclosed in the following applications and/or United States Letters Patent:

Application Serial No.: 16/808,051

Invention Title: METHOD FOR DETERMINING ELECTRODE CONSUMPTION WITH MACHINE VISION

Filing Date: March 3, 2020

and any and all other applications for Letters Patent which the Assignee or the Inventor may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States which may be obtained on any of said applications, including any identified above, and in any reissue or extension thereof.

Inventor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to said Assignee, and the Assignee hereby authorizes and requests the attorneys of record in said application(s) to insert in this Assignment the serial number and filing date of said application(s).

For said considerations, Inventor hereby agrees, upon the request and at the expense of said Assignee, to execute any divisional, continuation, continuation-in-part or substitute application for said invention or improvements, and any oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application(s), and, in the event of any application or Letters Patent assigned herein becoming involved in an interference, to cooperate to the best of the Inventor's ability in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. Inventor hereby agrees to perform, upon request, any affirmative acts to obtain said Letters Patent of the United States and vest in said Assignee all rights therein, whereby said Letters Patent will be held and enjoyed by said Assignee, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Inventor if this assignment has not been made. Inventor further assigns to Assignee the right to sue infringers, including any infringements that may have occurred prior to the effective date of this Assignment.

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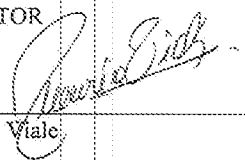
PATENT  
Docket No.: AMII-2

Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri, and each party specifically waives any objection based on venue with respect to any such litigation. In construing this Assignment, both parties shall be deemed to have cooperated in its drafting and preparation and negotiated the terms accordingly.

IN EXECUTING THIS ASSIGNMENT, INVENTOR HEREBY ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL WHO IS NOT LEGAL COUNSEL FOR ASSIGNEE, AND INVENTOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. WITHOUT LIMITING THE FORGOING, UPON ASSIGNING THIS INVENTION TO ASSIGNEE, INVENTOR HAS NO OWNERSHIP IN THE INVENTION.

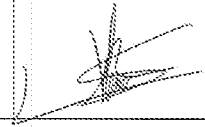
And for said consideration, Inventor hereby assigns to said Assignee the entire right, title and interest in said invention or improvements for all foreign countries, including all priority rights, and agrees to execute, at the request of said Assignee, all documents in connection with any application for foreign Letters Patent therefor.

INVENTOR

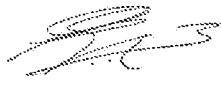
  
Mariana Viale

Date: 28 Feb-2020

WITNESSES

  
Print Name: Carlos de los Santos

Date: Febrero 28, 2020

  
Print Name: Saul Gonzalez

Date: Febrero 28, 2020