

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5999727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCOTT OVERHOLSER	11/19/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TZERO GROUP, INC.
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<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10007
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16536940
<b>Application Number:</b>	62717575
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	270.023US01
<b>NAME OF SUBMITTER:</b>	DENISE A. SCHULLO
<b>SIGNATURE:</b>	/ Denise A. Schullo /
<b>DATE SIGNED:</b>	03/05/2020
<b>Total Attachments: 6</b>	
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is effective as of the date of the last signature hereto between Scott Overholser (hereinafter "Assignor"); Medici Ventures, Inc., a corporation of Delaware having a place of business at 799 West Coliseum Way, Midvale, Utah 84047, United States, (hereinafter "MVI"); and tZERO Group, Inc., a corporation of Delaware having a place of business at One World Trade Center, 58th Floor, New York, NY 10007, United States, and previously being named Medici, Inc. and t0.com, Inc. (hereinafter "Assignee").

WHEREAS, Assignee is desirous of acquiring Assignor's and MVI's entire right, title and interest in and to the inventions, improvements, and Assigned Patent Applications (as defined below);

WHEREAS, Assignor has previously assigned each of the Assigned Patent Applications to MVI or Assignee in Assignment Clauses of Assignor's employment agreement(s);

WHEREAS, pursuant to each of the Assignment Clauses, Assignor has assigned to MVI or Assignee all of Assignor's right, title and interest in and to all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, or trade secrets conceived while Assignor is employed by MVI or Assignee;

AND WHEREAS, the parties now desire to fully effectuate, confirm, and document the ownership arrangement with respect to the Assigned Patent Applications.

NOW THEREFORE, Assignor, MVI, and Assignee hereby agree as follows:

1. "Assigned Patent Applications" shall mean each patent application listed in the following "Assigned Patent Applications" Table, together with the inventions disclosed and/or claimed therein in the United States of America and in all foreign countries, and in and to any and all continuations, divisionals, continuations-in-part, international applications filed under the Patent Cooperation Treaty (PCT), foreign counterparts, re-examination, re-issues or extensions thereof, and any patents issuing on any of the foregoing.

"Assigned Patent Applications" Table			
Title	Type	Filing Date	Application No.
SELF-ENFORCING SECURITY TOKEN IMPLEMENTING SMART-CONTRACT-BASED COMPLIANCE RULES CONSULTING SMART-CONTRACT-BASED GLOBAL REGISTRY OF INVESTORS	US Provisional	8/10/2018	62/717,575
SELF-ENFORCING SECURITY TOKEN IMPLEMENTING SMART-CONTRACT-BASED COMPLIANCE RULES CONSULTING SMART-CONTRACT-BASED GLOBAL REGISTRY OF INVESTORS	US Non-provisional	8/9/2019	16/536,940

SELF-ENFORCING SECURITY TOKEN IMPLEMENTING SMART-CONTRACT- BASED COMPLIANCE RULES CONSULTING SMART-CONTRACT-BASED GLOBAL REGISTRY OF INVESTORS	PCT	8/9/2019	PCT/US2019/045910
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2. To the extent that Assignor did not assign or have an obligation to assign any respective of the Assigned Patent Applications to MVI, Assignor does hereby confirm that Assignor has assigned and set over to Assignee all of Assignor's entire right, title and interest in and to the respective of the Assigned Patent Applications for good and valuable consideration, the receipt of which is acknowledged by Assignor.

3. To any extent that Assignor assigned or had an obligation to assign any respective of the Assigned Patent Applications to MVI, Assignor does hereby confirm that Assignor has assigned and set over to MVI all of Assignor's entire right, title and interest in and to the respective of the Assigned Patent Applications for good and valuable consideration, the receipt of which is acknowledged by Assignor; and MVI does hereby confirm that it has assigned and set over to Assignee all of MVI's entire right, title and interest in and to the respective of the Assigned Patent Applications for good and valuable consideration, the receipt of which is acknowledged by MVI.

4. Assignor and MVI do hereby confirm that they have assigned and set over to Assignee all of Assignor's entire right, title, and interest in and to the Assigned Patent Applications and any and all of MVI's entire right, title, and interest in and to the Assigned Patent Applications.

5. In an abundance of caution and to any extent necessary, Assignor does hereby assign, transfer and set over to Assignee, which does hereby accept, Assignor's entire right, title, and interest in and to the Assigned Patent Applications.

6. In an abundance of caution and to any extent necessary, MVI does hereby assign, transfer and set over to Assignee, which does hereby accept, MVI's entire right, title, and interest in and to the Assigned Patent Applications.

7. In an abundance of caution, the parties wish to confirm, and hereby confirm, that Assignor and MVI retain no right, title, or interest in and to the Assigned Patent Applications and that any right, title, or interest in and to the Assigned Patent Applications which Assignor or MVI may have held or do hold has been and is hereby assigned to Assignee.

8. Assignor confirms Assignor's previous agreement to, without additional compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of Assignee's rights in the Assigned Patent Applications, conduct proceedings

regarding Assignee's rights in the Assigned Patent Applications, including any litigation or interference proceedings; or perfect or defend title to Applicant's rights in the Assigned Patent Applications.

11. The parties hereby authorize the United States Patent and Trademark Office to issue any and all patents, including any re-examination and re-issue patents, that may be granted upon any of the Assigned Patent Applications in the name of Assignee.

*[remainder of page intentionally left blank with signatures to follow on subsequent pages]*





