PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5999727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SCOTT OVERHOLSER	11/19/2019

RECEIVING PARTY DATA

Name:	TZERO GROUP, INC.
Street Address:	ONE WORLD TRADE CENTER, 58TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10007

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	16536940
Application Number:	62717575

CORRESPONDENCE DATA

Fax Number: (952)465-0771

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: 9524650770

Email: docketing@fogglaw.com Correspondent Name: FOGG & POWERS LLC Address Line 1: 4600 W 77TH STREET

Address Line 2: SUITE 305

Address Line 4: MINNEAPOLIS, MINNESOTA 55435

ATTORNEY DOCKET NUMBER:	270.023US01
NAME OF SUBMITTER:	DENISE A. SCHULLO
SIGNATURE:	/ Denise A. Schullo /
DATE SIGNED:	03/05/2020

Total Attachments: 6

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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	TICD :: I	0/10/0010	(0)(0) 0 5 0 5
SMART-CONTRACT-BASED GLOBAL	US Provisional	8/10/2018	62/717,575
REGISTRY OF INVESTORS			
SELF-ENFORCING SECURITY TOKEN			
IMPLEMENTING SMART-CONTRACT-	US Non-		
BASED COMPLIANCE RULES CONSULTING	provisional	8/9/2019	16/536,940
SMART-CONTRACT-BASED GLOBAL REGISTRY OF INVESTORS			
REGISTRY OF INVESTORS			

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SELF-ENFORCING SECURITY TOKEN IMPLEMENTING SMART-CONTRACT- BASED COMPLIANCE RULES CONSULTING SMART-CONTRACT-BASED GLOBAL	PCT	8/9/2019	PCT/US2019/045910
REGISTRY OF INVESTORS			

- 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

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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]

ATTORNEY DOCKETS: 270.023 PAGE 4 OF 6 IN WITNESS whereof the parties hereto have executed this Assignment Agreement. Scott Overholser (Assignor) Name: Scott Overholser Date: 2019-11-19 State of Utah County of Salt Lakes On this 19th day of November, 2019, before me, Dana Seey, Notary Public, personally appeared Scott Overholser, personally known to me (or proved to the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. WITNESS my hand and official seal. DANA BRITTEN SEELY Notary Public - State of Utah Commission # 694136

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My Commission Expires April 1, 2021 Assignment Agreement between Scott Overholser, Medici Ventures, Inc., and tZERO Group, Inc. ATTORNEY DOCKETS: 270,023

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Medici Ventures, Inc. (MVI)

Name. Joel Weight

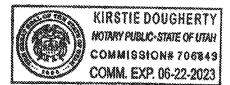
Title: Chief Operating Officer, Medici Ventures, Inc.

Date: 2 Vec 2019

State of UT) County of Salt Lake) SS

On this 22 day of <u>Secender</u>, 2019, before me, <u>Kirske Douglady</u> Notary Public, personally appeared Joel Weight, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as General Counsel of Medici Ventures, Inc., and has proven to me on the basis of satisfactory evidence that he had and has the full authority to execute documents on behalf of Medici Ventures, Inc. and without any countersignature by any other individual, and that by his signature on the instrument the entity, upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

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tZERO Group, Inc. (Assignee)			
By:		3/2-3	3/2020
Name: Alan Konevsky	The state of the s	Sum	
Title: Chief Legal Officer, tZERO Group, Inc.			
Date: 3/3/2020			
State of Ng) SS County of Achmono		न्यामध्यम् स्य स्य स्य स	, a.a. a. a. p. a.a. a. a. a. a. a. a. a.
		A	17
On this day of	vsky, personally known on whose name is subso ame in his capacity as of of satisfactory evidence ERO Group, Inc. and wi	n to me (or cribed to the Chief Legal (see that he had thout any co	proved to me on within instrument Officer of tZERO I and has the full untersignature by
WITNESS my hand and official seal.	ALEX VLASTAKII NAMIARY BURING STATE OF I No. 01 VL8326787 Gueliñed in Richmond C My Commission Expires 06	conuth NEAR AGUSK	

RECORDED: 03/05/2020