

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6095241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TIPPING POINT MEDICAL IMAGES, LLC	06/07/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	D3D TECHNOLOGIES, INC.	
<b>Street Address:</b>	1781 LAKE BERRY DRIVE	
<b>City:</b>	WINTER PARK	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	32789	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9473766	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	978-264-4001 X700	
<b>Email:</b>	handerson@andersongorecki.com	
<b>Correspondent Name:</b>	HOLMES ANDERSON, ANDERSON GORECKI LLP	
<b>Address Line 1:</b>	ONE MARINA PARK DRIVE, SUITE 1410	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210	
<b>ATTORNEY DOCKET NUMBER:</b>	DBD-009	
<b>NAME OF SUBMITTER:</b>	HOLMES W. ANDERSON	
<b>SIGNATURE:</b>	/Holmes W. Anderson/	
<b>DATE SIGNED:</b>	05/07/2020	
<b>Total Attachments: 5</b>		
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**PATENT ASSIGNMENT**  
(Patents 9473766 and 9980691)

This Agreement is made and entered into on this 7 day of June, 2019 (the "Effective Date") by and between the following parties:

**Tipping Point Medical Images, LLC**  
a Florida Limited Liability Company  
1781 Lake Berry Drive  
Winter Park, Florida 32789  
(the "Assignor") AND

**D3D Technologies, Inc.**  
a Florida Corporation  
1781 Lake Berry Drive  
Winter Park, Florida 32789  
(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefore and patents thereon known as Patents 9473766 and 9980691 (collectively referred to as the "Patents") set forth and identified more particularly in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Patents and transfer to Assignor 3,100 share of Assignee's stock; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the parties hereto agree as follows:

**1. ASSIGNMENT.**

The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its right, title, and interest, including the right to sue for past, current and future infringements, in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications set forth in Exhibit A to Assignee as recipient of Assignor's right, title and interest therein.



Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

## **2. TRANSFER OF SHARES.**

Assignee, as a condition of this Assignment taking effect, shall transfer 3,100 shares of Assignee's stock so that Assignor owns 31% of Assignee without risk of dilution except as set forth in that certain Shareholders Agreement dated October 9, 2018.

## **3. WARRANTY.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents, that the Patents have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

## **4. GOVERNING LAW.**

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Florida.

## **5. ENTIRE AGREEMENT.**

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

## **6. SEVERABILITY.**

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

## **7. ADVICE OF COUNSEL.**

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

## 8. ATTORNEYS' FEES AND COURT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and all expenses even if not taxable court costs (including, without limitation, all such fees, costs, and expenses incident to arbitration, appellate, bankruptcy, post-judgment proceedings and any collection efforts, including all proceedings of any kind and specifically including proceedings to determine the amount of any fees), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant/paralegal fees, law clerk, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney.

## 9. WAIVER OF JURY TRIAL.


THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, OR ANY DOCUMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL TERM FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

**ASSIGNOR:**  
**TIPPING POINT MEDICAL IMAGES, LLC**

By:   
Robert E. Douglas, Manager of Tipping Point  
Medical Images, LLC

**ASSIGNEE:**  
**D3D TECHNOLOGIES, INC.**

By:   
Buddy G. Beck, CEO of D3D Technologies, Inc.

ASSIGNOR ACKNOWLEDGEMENT

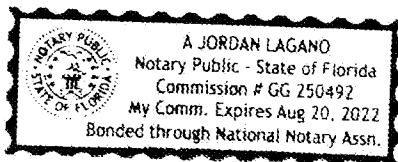
STATE OF FLORIDA

COUNTY OF MANGE

On June 7<sup>th</sup>, 2019 before me the undersigned Notary Public, personally appeared Robert E. Douglas, the ASSIGNOR of Tipping Point Medical Images, LLC, ASSIGNOR, who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A. Jordan Lagano  
Notary Public  
Print Name: A. Jordan Lagano  
Date Commission Expires: Aug 20, 2022

ASSIGNEE ACKNOWLEDGEMENT

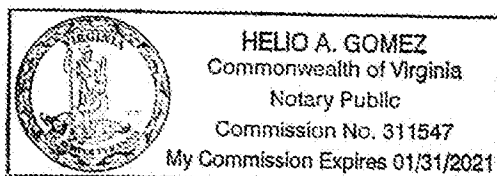
STATE OF VIRGINIA

COUNTY OF Fairfax

On June 7, 2019, 2019 before me the undersigned Notary Public, personally appeared Buddy R. Beck, the ASSIGNEE of D3D Technologies, Inc., ASSIGNEE, who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Helio A. Gomez  
Notary Public  
Print Name: Helio A. Gomez  
Date Commission Expires: 01/31/2021

## **Exhibit A**

### **List of Patents**

**U.S. Patent number: 9473766**

**Dated: October 18, 2016**

**Title: Method and apparatus for three dimensional viewing of images**

**U.S. Patent number: 9980691**

**Dated: May 29, 2018**

**Title: Method and apparatus for three dimensional viewing of images**



**PATENT**