

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6165876

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|---|-----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT              |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                  |
| <b>CONVEYING PARTY DATA</b>   |                             |
| <b>Name</b>   | <b>Execution Date</b>       |
| JEFFREY A MICELI  | 07/31/2017                  |
| <b>RECEIVING PARTY DATA</b>   |                             |
| <b>Name:</b>  | MHI RESTAURANT GROUP LLC    |
| <b>Street Address:</b>  | 2373 CENTRAL PARK BLVD #107 |
| <b>City:</b>  | DENVER                      |
| <b>State/Country:</b>   | COLORADO                    |
| <b>Postal Code:</b>   | 80238                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                             |
| <b>Property Type</b>  | <b>Number</b>               |
| <b>Application Number:</b>  | 16908719                    |
| <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>Email:</b>   | Bret@StrategicPatentsIP.com |
| <b>Correspondent Name:</b>  | BRET ADAMS                  |
| <b>Address Line 1:</b>  | 13445 ALCOTT ST             |
| <b>Address Line 4:</b>  | BROOMFIELD, COLORADO 80020  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 14.03                       |
| <b>NAME OF SUBMITTER:</b>   | BRET ADAMS                  |
| <b>SIGNATURE:</b>   | /BRET ADAMS/                |
| <b>DATE SIGNED:</b>   | 06/23/2020                  |
| This document serves as an Oath/Declaration (37 CFR 1.63).  |                             |
| <b>Total Attachments: 4</b>   |                             |
| source=7.31.17 IP Assignment-MHI RG and Jeff Miceli#page1.tif   |                             |
| source=7.31.17 IP Assignment-MHI RG and Jeff Miceli#page2.tif   |                             |
| source=7.31.17 IP Assignment-MHI RG and Jeff Miceli#page3.tif   |                             |
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## INVENTION INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Invention Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into this 31st day of July, 2017 (the "**Effective Date**"), by and between **Jeffrey A. Miceli**, an individual ("**Inventor**"), residing at 10539 East 28th Ave., Denver, Colorado 80238, and **MHI Restaurant Group, LLC**, a Delaware limited liability company (the "**Company**"), having its principal office located at 2373 Central Park Blvd. #107, Denver, Colorado 80238.

### 1. Assignment of Rights.

**a. Assignment.** In consideration for the payment of the Assignment Fee specified in **Section 3** below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,, Inventor hereby irrevocably conveys, sells, transfers and assigns to the Company all of Inventor's right, title and interest throughout the world in and to all of the following (the "**Assigned IP**"):

(1) The patents and patent applications set forth in Exhibit A, including: (i) all reissues, registrations, validations, reexaminations, provisionals, continuations, continuations in part, divisions and continued applications of, to or for any of the listed patent applications or patents issuing therefrom; and (ii) all term extensions, supplementary protection certificates and other governmental actions that extend exclusive rights to an invention or technology beyond the original expiration date of any patent issuing from the listed patent applications (the "**Patents**");

(2) the inventions or technology described or claimed in the Patents ("**Inventions**");

(3) all rights of any kind whatsoever of Inventor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including: (i) the right to file Patents on all Inventions; and (ii) claim priority from any Patent and file applications claiming such priority;

(4) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(5) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(6) All materials related to the Patents and Inventions that are in existence immediately prior to the effectiveness of this Agreement; all copyrights that are claimed or could be claimed by Inventor in any works related to the Patents and Inventions that are in existence immediately prior to the Effective Date of this Agreement; all trademarks and service marks that have been used on or in connection with the Patents and Inventions or that could be used on or in connection with the Patents and Inventions, and that are in existence immediately prior to the Effective Date of this Agreement; and all other intellectual property rights of any kind related to the Patents and Inventions that are in existence immediately prior to the Effective Date of this Agreement (collectively, the "**Related Intellectual Property**").

(7) All goodwill, if any, related to the Patents, Inventions, and the Related Intellectual Property in existence immediately prior to the Effective Date of this Agreement.

**b. Recordation and Further Assurances.** Inventor authorizes the Commissioner for Patents and any other governmental officials throughout the world to record and register this Assignment upon request by the Company and its successors or assigns. Inventor shall take such steps and actions following the date hereof, including the execution and delivery of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Company, or any assignee or successor thereto. Upon request by the Company or its successors or assigns, Inventor agrees to promptly provide: (i) all pertinent facts and documents related to; (ii) testimony in any legal proceeding related to; and (iii) execute all instruments, declarations, affidavits or other documents useful or necessary for Company or its successors or assigns to obtain, maintain or enforce the Assigned IP.

**2. Ownership of Invention and Intellectual Property.** Inventor represents and warrants that, immediately prior to the Effective Date of this Agreement: (a) he is the sole inventor and owner of the Assigned IP, (b) he has the full right and all necessary legal capacity and authority to convey and assign the Assigned IP to the Company pursuant to this Agreement free from all prior assignments, agreements, licenses, liens, mortgages, security interests, or other encumbrances whatsoever, and (c) the Assigned IP are transferred and conveyed free and clear of any liens or encumbrances whatsoever.

**3. Assignment Fee.** In consideration for the rights assigned by Inventor to the Company pursuant to this Agreement, the Company will pay to Inventor an assignment fee of USD \$5,000.00, payable by check or electronic funds transfer on the Effective Date of this Agreement.

**4. Disclaimer of Warranties.** THE COMPANY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, INVENTOR HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND THE COMPANY HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED IP EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY ACKNOWLEDGES AND AGREES THAT THE COMPANY IS ACQUIRING THE ASSIGNED IP ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

**5. Miscellaneous.**

a. Notices. All notices specified by this Agreement or required by law must be in writing and given by personal delivery, courier, or sent by certified mail, return receipt requested, to the other party at the address for that party set forth at the beginning of this Agreement, or to such other address(es) as the parties may designate in writing prior to the giving of any notice. Notices may also be given by e-mail if the recipient has previously notified the sender of its e-mail address and he/it has not previously advised the sender in writing not to send notices by e-mail. Notices will be deemed to be delivered when received.

b. Illegality. If any of the provisions contained in this Agreement or any application of them is determined by a court of competent jurisdiction to be invalid, the court is instructed to modify the provision so as to best express the original intent of the parties, or if the provision cannot be modified in that manner, to delete the provision from this Agreement. The remaining provisions in this Agreement will not be affected by that modification or deletion, and this Agreement will be enforced as close to the parties' original intent as possible.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

d. No Waiver. Failure of either party to insist upon the strict performance of any provision contained in this Agreement will not constitute or be construed as a waiver or relinquishment of that party's rights to enforce thereafter that provision; and it will continue in full force and effect.

e. Applicable Law and Forum. The laws of the State of Colorado govern all rights and obligations of the parties under this Agreement, except to the extent governed by federal law. The exclusive forum for any dispute arising out of or related to this Agreement is the state and federal courts in Colorado.

f. Injunctive Relief. Any party may, in proper circumstances, apply to a court of competent jurisdiction for and obtain injunctive relief to prevent or stop a breach of this Agreement by the other party or parties. In that situation, the party or parties seeking the injunction will not be required to post a bond in excess of \$500.00 to obtain any injunctive relief.

g. Litigation Expense. The prevailing party(ies) in any suit or action arising out of or related to this Agreement will be entitled to recover from the other party(ies) its/their attorneys' fees, costs, and expenses in the amount that the court determines reasonable in the trial court and appellate courts (as applicable).

h. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter. All prior proposals, discussions, or writings relating to the subject matter of this Agreement are superseded.

i. Advice of Counsel; Construction. Each party has consulted with an attorney of his or its choice concerning this Agreement, or has been given the opportunity to do so but declined to do so. The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

j. Headings. The Section headings in this Agreement are for purpose of identification only and will not be considered in construing this Agreement.

k. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which when taken together will constitute a single agreement. A facsimile or "pdf" file counterpart, whether sent by e-mail or other electronic medium will have the same force and effect as an original signature.

*[Signature Page Follows on the Next Page]*

Inventor:

Jeffrey A. Miceli  
Jeffrey A. Miceli, Individually

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

CARRIE J LAFFITTE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064017342  
MY COMMISSION EXPIRES 02/17/2018

The foregoing Invention Intellectual Property Assignment Agreement was acknowledged before me this 3/21 day of July, 2017, by Jeffrey A. Miceli, an individual.

WITNESS my hand and official seal.

My commission expires: 05/17/2018

Carrie J Laffitte  
Notary Public

The Company:

MHI Restaurant Group, LLC,  
a Delaware limited liability company

By: Jeffrey A. Miceli President  
Jeffrey A. Miceli, President

By: Michael A. Miceli  
Michael A. Miceli, Vice President of Operations