

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6212318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
500 GROUP, INC.	06/15/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BUILD IP LLC
<b>Street Address:</b>	6120 N HOLLYWOOD BLVD STE 104
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89115-1796
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8474194
Patent Number:	8733029
Patent Number:	10196173
Application Number:	16143598
Application Number:	16804473
Application Number:	15931768
Application Number:	62960991
Application Number:	16786130
Application Number:	16786202
Application Number:	16786315
Application Number:	16143628
Application Number:	16220629
PCT Number:	US2018053006
PCT Number:	US2020017524
PCT Number:	US2020017527
PCT Number:	US2020017528
PCT Number:	US2018053015
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)399-5827
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
<b>PATENT</b>	

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 203-399-5900  
**Email:** mreben@mccarter.com  
**Correspondent Name:** MCCARTER & ENGLISH, LLP  
**Address Line 1:** CANTERBURY GREEN  
**Address Line 2:** 201 BROAD STREET, 9TH FLOOR  
**Address Line 4:** STAMFORD, CONNECTICUT 06901

<b>ATTORNEY DOCKET NUMBER:</b>	132231-00001
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<b>NAME OF SUBMITTER:</b>	ROBERT H. FISCHER
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<b>SIGNATURE:</b>	/Robert H. Fischer/
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<b>DATE SIGNED:</b>	07/22/2020
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**Total Attachments: 7**

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## ASSET ASSIGNMENT AGREEMENT

This Asset Assignment Agreement is made by and between 500 GROUP, INC., a New York corporation ("Assignor"), and BUILD IP LLC, a Nevada limited liability company (hereafter referred to as the "Assignee").

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee all of the assets of its foldable building business line (referred to as the "Boxabl" business line) and its nestable container business line (referred to as the "Klik Brix" business line), including without limitation Assignor's entire right, title and interest, throughout the world, in and to each of the intellectual property assets described below, together with the right to sue for past infringement and to collect for all past, present and future damages (collectively, the "Intellectual Property"):

- (a) (i) the patents and patent applications identified in Exhibit A-1, in Exhibit A-2 and in Exhibit A-3, each annexed hereto and made a part hereof;
- (ii) any and all patent applications that claim priority benefit of the filing date of any of the patents and patent applications identified in Exhibit A-1, Exhibit A-2 and Exhibit A-3 hereto, including non-provisional applications, design patent applications, continuation, divisional and continuation-in-part applications, reissue applications and applications for reexamination;
- (iii) any and all patents issuing on any patent application that is the subject of (i) or (ii) above, together with any and all reissue applications, reissue patents, extensions, renewals, applications for reexamination and reexamination certificates for or based upon any such patent, to the full extent of their terms; and
- (iv) all inventions in each of the patents and patent applications that is the subject of (i), (ii) or (iii) above, and all forms of intellectual and industrial property protection derivable therefrom, together with the right to file for intellectual property protection therefor, including the right to claim priority benefit of the filing date of any previously filed application under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;
- (b) all social media and other web presences of the Boxabl and Klik Brix business lines, together with all domain names, social media handles, hashtags (and other identifiers), as well as the look and feel and content thereof, including uploaded user data, to the extent permitted by law and prior contractual obligations;
- (c) all goodwill of the Boxabl and Klik Brix business lines, in connection with which Assignor has used and acquired common law rights in and to the brands, marks and other indicia of origin of the Boxabl and Klik Brix business lines, including BOXABL and KLIK BRIX respectively, which uses and rights have inured to the benefit of Assignor, together with all formatives of such brands and marks (both with

and without design elements) and other indicia of origin, and together with the pending U.S. trademark applications set forth in Exhibit B, annexed hereto and made a part hereof, and any and all goodwill and common law rights associated with the trademarks of such applications, and any registrations issuing from such trademark applications; and

- (d) all proprietary and other technology, data, information and knowledge of the Boxabl and Klik Brix business lines, whether patentable or not, copyrightable or not, in the possession of Assignor before May 1, 2020 specifically relating to (i) the design or erection of foldable building structures; (ii) the design of nestable containers; and (iii) the transport of containers, containerized cargo, shipping modules or other items, including transport of foldable building structures; together with all marketing plans, strategy and information, cost information, sales leads, drawings, renderings and designs;

all such right, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this asset assignment not been made.

The Assignor agrees to execute all papers at Assignee's expense that Assignee may from time to time reasonably request in connection with the prosecution and maintenance of any patent application, trademark application, patent or trademark assigned herein.

The Assignor additionally agrees to execute all papers at Assignee's expense that Assignee may from time to time reasonably request in connection with any judicial or administrative proceeding or action which is related to any of the Intellectual Property, including without limitation any interference proceeding, derivation proceeding, inter partes review proceeding, post-grant review proceeding, opposition proceeding, nullity proceeding, revocation proceeding and patent enforcement action (judicial or otherwise), which is related to any patent application, trademark application, patent or trademark assigned herein, and to reasonably cooperate with the Assignee at Assignee's expense in obtaining evidence and going forward in connection with any such judicial or administrative proceeding or action.

The Assignor agrees to perform all other affirmative acts at Assignee's expense that Assignee may from time to time reasonably request in connection with obtaining, maintaining, furthering, perfecting, defending or ensuring Assignee's interests in any of the Intellectual Property.

This Asset Assignment Agreement shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of Assignee's successors and assigns.

[Signature Page and Exhibits A-1, A-2, A-3 and B follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Assignment Agreement effective as of the last date set forth below.

Assignor:

500 GROUP, INC.

POLO TILSMAN

TILSMAN

Date: 6-15-20

Assignee:

BUILDIP LLC

POLO TILSMAN

TILSMAN

Date: 6-15-20

Exhibit A-1

Structure Patents

JURIS.	TITLE	STATUS	APP. NO.	APP. DATE	PAT. NO.	PATENT DATE
US	Modular Prefabricated House	Patented	10/653,523	9/2/2003	8,474,194	7/2/2013
US	Modular Prefabricated House	Patented	13/900,579	5/23/2013	8,733,029	5/27/2014
Canada	Modular Pre-Fabricated House	Patented	2,442,403	9/24/2003	2,442,403	12/2/2008
US	Customizable Transportable Structures and Components Therefor	Pending	16/143,598	9/27/2018		
US	Customizable Transportable Structures and Components Therefor	Pending	16/804,473	2/28/2020		
US	Customizable Transportable Structures and Components Therefor	Pending	15/931,768	5/14/2020		
PCT	Customizable Transportable Structures and Components Therefor	Pending	PCT/US18/53006	9/27/2018		
Europe	Customizable Transportable Structures and Components Therefor	Pending	18 864 413.2	4/30/2020		
Canada	Customizable Transportable Structures and Components Therefor	Pending	3,078,484	4/3/2020		
US	Customizable Transportable Structures with Utility Channels and Laminate Enclosures	Pending	62/960,991	1/14/2020		
US	Foldable Building Structures with Utility Channels and Laminate Enclosures	Pending	16/786,130	2/10/2020		
PCT	Foldable Building Structures with Utility Channels and Laminate Enclosures	Pending	PCT/US20/17524	2/10/2020		
US	Enclosure Component Perimeter Structures	Pending	16/786,202	2/10/2020		
PCT	Enclosure Component Perimeter Structures	Pending	PCT/US20/17527	2/10/2020		
US	Equipment and Methods for Erecting a Transportable Foldable Building Structure	Pending	16/786,315	2/10/2020		
PCT	Equipment and Methods for Erecting a Transportable Foldable Building Structure	Pending	PCT/US20/17528	2/10/2020		

Exhibit A-2

Transport Patents

JURIS.	TITLE	STATUS	APP. NO.	APP. DATE	PAT. NO.	PATENT DATE
US	Wheeled Assembly for Item Transport	Pending	16/143,628	9/27/2018		
PCT	Wheeled Assembly for Item Transport	Pending	PCT/US18/53015	9/27/2018		
Europe	Wheeled Assembly for Item Transport	Pending	18 863 822.5	4/30/2020		
Canada	Wheeled Assembly for Item Transport	Pending	3,078,486	4/3/2020		

Exhibit A-3

Container Patents

JURIS.	TITLE	STATUS	APP. NO.	APP. DATE	PAT. NO.	PATENT DATE
US	Nestable Dual-Configuration Storage and Display Container	Patented	15/241,446	8/19/2016	10,196,173	2/5/2019
US	Nestable Dual-Configuration Storage and Display Container	Pending	16/220,629	12/14/2018		



Exhibit B

Boxabl Trademarks

JURISDICTION	MARK	STATUS	APP. NO.	APP. DATE	ALLOWED DATE	REG. DATE
US	BOXABL	Pending	87545723	7/27/2017	2/13/2018	
US	BOX BL + Design	Pending	88490122	6/26/2019	12/17/2019	