

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6229236

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME	
EFFECTIVE DATE:	10/09/2019	
CONVEYING PARTY DATA		
	Name	Execution Date
	IDENSIFY, LLC	10/09/2019
NEWLY MERGED ENTITY DATA		
	Name	Execution Date
	IDENSIFY, INC.	10/09/2019
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)		
Name:	IDENSIFY, INC.	
Street Address:	8903 GLEN CANYON DR.	
City:	ROUND ROCK	
State/Country:	TEXAS	
Postal Code:	78681	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16870009
CORRESPONDENCE DATA		
Fax Number:	(509)323-8979	
<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>		
Email:	lindac@leehayes.com	
Correspondent Name:	LEE & HAYES, PLLC	
Address Line 1:	601 W. RIVERSIDE AVENUE	
Address Line 2:	SUITE 1400	
Address Line 4:	SPOKANE, WASHINGTON 99201	
ATTORNEY DOCKET NUMBER:	T089-0002USC2	
NAME OF SUBMITTER:	LINDA CLARK	
SIGNATURE:	/LINDA CLARK/	
DATE SIGNED:	07/31/2020	
Total Attachments: 14		

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Asset Transfer Agreement

This Asset Transfer Agreement ("Agreement") is entered into on October 9, 2019 between iDensify, LLC a Texas limited liability company ("Transferor"), and iDensify, Inc. a Delaware Corporation ("Transferee").

WHEREAS Dan E. Tamir and Dan Bruck are the sole Members of Transferor;

WHEREAS Dan E. Tamir is the sole Director and Stockholder of Transferee and formed Transferee for the purpose of continuing the business of Transferor after the dissolution of Transferor; and

WHEREAS, Transferor wishes to transfer, and Transferee wishes to receive, substantially all of the assets of Transferor;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Transfer of Assets.** Transferor agrees to transfer, assign and convey to Transferee all of Transferor's right, title and interest in and to the assets listed on Exhibit A attached hereto (the "Assets").
2. **Purchase Price.** At the Closing, Transferee shall deliver to Transferor stock certificates for an aggregate of 80,000 shares of Transferee's Common Stock (the "Stock Certificates") in the names and amounts as set forth on Exhibit B hereto. The shares of stock represented by the Stock Certificates shall be subject to the terms, conditions and restrictions on transfer as set forth in Transferee's Bylaws.
3. **Assumption of Liabilities.** As partial consideration for the Assets transferred hereunder, Transferee shall assume, pay, perform and discharge (as and when they become due) the liabilities of Transferor set forth on Exhibit C (hereinafter collectively referred to as the "Assumed Liabilities"). Notwithstanding anything in this Agreement to the contrary, Transferee does not assume and will not become responsible for any liability of Transferor arising prior to the date of this Agreement except the Assumed Liabilities. Without limiting the generality of the foregoing, the following are included among the liabilities of Transferor which Transferee does not expressly or impliedly assume or become responsible for:
 - (i) **Claims.** All liabilities of Transferor with respect to any pending, threatened or unasserted litigation, claims, demands, investigations or proceedings;
 - (ii) **Employees.** Any liability for any present or former employees, agents or independent contractors of Transferor, including, without limitation, any liabilities associated with any claims for wages or other benefits, severance, termination or other payments;

(iii) Breaches. Any liability the existence of which is a breach of any representation, warranty or covenant of Transferor in this Agreement; or

(iv) Taxes. Any liability for any unpaid federal, state or local taxes or assessments with respect to any time prior to the date of this Agreement.

3. **Consents and Authorizations.** To the extent that the assignment of any contract, lease, license, permit, approval, qualification or the like to be assigned to Transferee pursuant to this Agreement shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same if an attempted assignment would constitute a breach thereof. Transferor shall be responsible, and Transferee shall cooperate where appropriate and/or necessary, to obtain any and all consents necessary to such assignments. If any such consent is not obtained, Transferor shall cooperate with Transferee in any reasonable arrangement requested by Transferee that is designed to provide Transferee with the benefit, monetary or otherwise, of any such contract, lease, license, permit, approval, qualification or the like, including enforcement of any and all rights of Transferor against the other party thereto arising out of the breach or cancellation thereof by such other party.

4. **Representations and Warranties of Transferor.** Transferor represents and warrants to Transferee that the following representations and warranties are true and correct on the date of this Agreement and will be true and correct as of the date of this Agreement:

(i) Corporate Organization. Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and has the corporate power and authority to carry on the Business as now conducted and is duly qualified to conduct business and is in good standing in each jurisdiction in which such qualification is necessary under the applicable laws of such jurisdiction.

(ii) Corporate Authority. Transferor has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Transferor will not violate the terms or conditions of Transferor's Articles of Incorporation or Bylaws, any judicial or administrative order or process, any law applicable to Transferor or its shareholders, or by which any property or asset of Transferor is bound or affected, or any agreement or instrument to which Transferor is a party or by which it is bound. This Agreement and the consummation of the transactions contemplated herein have been duly and effectively authorized by all necessary corporate actions. This Agreement is a valid and binding obligation of Transferor, enforceable in accordance with its terms.

(iii) Title to Assets; Completeness of Transfer. Except for any liens and encumbrances relating to the Assumed Liabilities, which liens and encumbrances are set forth on Exhibit B attached hereto, Transferor has good, marketable and valid title to the Assets, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(iv) Litigation. There is no litigation pending or, to the best of Transferor's knowledge, threatened, nor any order, injunction, or decree outstanding nor to the best of Transferor's knowledge, any proceeding, or governmental investigation existing or pending, against Transferor or the Assets, nor to the best of Transferor's knowledge, is there any basis for any such litigation.

(v) Intellectual Property. To the best of Transferor's knowledge, the intellectual property assets transferred hereunder do not infringe any intellectual property rights of others. Transferor believes it has the unrestricted right to use all of the names, slogans, trade names, service marks, patents, trademarks, patents, copyrightable works and other transferred intangible assets. Transferor has not received any notice that any governmental or regulatory authority is considering or intends to cancel, terminate, modify or not renew any intellectual property.

(vi) Contracts. The material contracts which Transferee is assuming hereunder (the "Assumed Contracts") are set forth on Exhibit C. The Assumed Contracts are legally valid and binding and in full force and effect, and neither Transferor nor any other party thereto is in material default thereof. None of the rights of Transferor under the Assumed Contracts will be impaired in any material respect by the consummation of the transactions contemplated hereunder, and all of the rights of Transferor thereunder will be enforceable by Transferee without the consent or agreement of any other party. The Assumed Contracts by their terms permit the assignment of the Assumed Contracts to Transferee, and Transferor will cooperate with Transferee and take all actions necessary to transfer, assign and convey said Assumed Contracts to Transferee.

6. **Miscellaneous.**

(i) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void.

(ii) Amendment and Waiver. This Agreement may not be amended, modified or supplemented in any manner, and no provision of this Agreement may be waived, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each party and otherwise as expressly set forth in this Agreement.

(iii) Choice of Law. It is the intention of the parties that the laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder.

(iv) Binding Effect. All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, Transferor and Transferee and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Asset Transfer Agreement as of the day and year first written above.

IDENSIFY, LLC

IDENSIFY, INC.

By: 
Printed Name: Dan Bruck
Title: Member

By: 
Printed Name: Dan Tamir
Title: President

Exhibit A
Assets

Cash and Cash equivalents as of Closing

Patent Applications

- US Application No. 15/915,712
- US Application No. 16/410,422
- US Application No. 16/029,259
- US Application No. 16/043,952
- US Application No. 16/419,199
- US Application No. 16/518,602

Trademarks (the “Marks”)

iDENSIFY and related trademarks, whether or not registered.

Domain Registrations (the “Websites”)

WWW.IDENSIFY.COM

Intangible Assets, Media/Content

- Audio and Audio/Visual Works created for the Websites
- Website copy
- Photographs created for use on the Websites
- Original artwork and graphic designs created for use on the Websites
- Marketing Materials created for use on the Websites
- Phone numbers, e-mail addresses
- Operating data and records (including without limitation customer lists, employee lists, supplier lists, credit information, financial statements, accounting records, reports, bank statements, POS monthly statements, and correspondence);
- Copyrights in all original works of authorship listed above.

Other Operating Assets

Exhibit B
Stock Certificates

Dan E. Tamir 40,000 shares of Common Stock

Dan Bruck 40,000 shares of Common Stock

Exhibit C
Assumed Liabilities and Assumed Contracts

[List any contracts or obligations of the LLC we want transferred to the Corporation – e.g. any real property lease? Domain name registrations?]

Exhibit D
Assignment

ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY
AND ASSUMED CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY AND ASSUMED CONTRACTS (this "Assignment") is dated as of February __, 2018 by iDensify, LLC ("Assignor"), and iDensify, Inc. ("Assignee"), pursuant to that certain Asset Transfer Agreement dated October 9, 2019 (the "Transfer Agreement"), by and between Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Transfer Agreement.

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee all of its right, title and interest in, to and under the Intangible Property and the Assumed Contracts set forth on the Exhibits to the Transfer Agreement and incorporated herein (the "*Assets*").

Assignor hereby covenants to execute and deliver to Assignee, its nominees, successors and/or assigns, any new or confirmatory instruments and to do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully assign and transfer to and vest in Assignee, its nominees, successors and/or assigns, and protect its and/or their rights, title and interest in and enjoyment of, all of the Assets

By its acceptance hereof, Assignee assumes and agrees to perform or cause to be performed Assignor's obligations, if any, under or with respect to the Intangible Property and Assumed Contracts from and after the date hereof, and agrees to indemnify, defend, protect and hold Assignor harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) asserted against, incurred by or suffered by Assignor relating thereto and arising after the date hereof; provided, however, that Assignor will look solely to the net assets of Assignee for satisfaction of any claims or obligations of Assignee to Assignor, whether under this instrument or otherwise.

EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED IN THE TRANSFER AGREEMENT, ALL WARRANTIES WITH RESPECT TO THE ITEMS ASSIGNED HEREUNDER, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their successors and permitted assigns. This Assignment shall be governed by Texas law.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

iDensify, LLC

iDensify, Inc.

By:

By:

Printed Name: Dan Bruck
Title: Member

Printed Name: Dan E. Tamir
Title: CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "IDENSIFY, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF SEPTEMBER, A.D. 2019, AT 1:32 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7602454 8100
SR# 20196982930

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203581755
Date: 09-12-19

PATENT
REEL: 053369 FRAME: 0394

CERTIFICATE OF INCORPORATION

OF IDENSIFY, INC.

ARTICLE I

The name of the Corporation is iDensify, Inc.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904, County of Kent. The name of its registered agent at that address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE IV

"Certificate" shall mean this Certificate of Incorporation.

ARTICLE V

The total number of shares of stock which the Corporation shall have authority to issue is One Million (1,000,000), consisting of One Million (1,000,000) shares of Common Stock, par value \$0.0001 per share (the *"Common Stock"*).

The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Unless required by law, there shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Code.

ARTICLE VI

To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize, with or without the approval of the Corporation's stockholders, further reductions in the liability of the Corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be

liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

Any repeal or modification of any of the foregoing provisions of this Article VI by amendment of this Article VI or by operation of law, shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

ARTICLE VII

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of the Corporation (and any other persons to which Delaware law permits the Corporation to provide indemnification or advancement of expenses), through bylaw provisions, agreements with any such director, officer, employee or other agent or other person, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or nonstatutory), with respect to actions for breach of duty to a corporation, its stockholders, and others.

Any repeal or modification of any of the foregoing provisions of this Article VII by amendment of this Article VII or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the Corporation or any such other person existing at the time of, or increase the liability of any such director, officer, employee, agent or other person with respect to any acts or omissions thereof occurring prior to such repeal or modification.

ARTICLE VIII

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation, but the stockholders may adopt additional bylaws and amend or repeal any bylaw whether adopted by them or otherwise.

ARTICLE X

The number of directors that will constitute the whole Board shall be designated in the Bylaws of the Corporation. Vacancies created by the resignation of one or more members of the Board and new directorships created in accordance with the Bylaws of the Corporation, may be filled by the vote of a majority, although less than a quorum of the directors then in office or by a

sole remaining director. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. Advance notice of new business and stockholder nominations for the election of directors shall be provided in the manner and to the extent provided in the Bylaws of the Corporation. Any action required by the General Corporation Law of Delaware to be taken at any annual or special meeting of stockholders of a corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, provided, however, that an action by written consent to elect directors, unless such action is unanimous, may be in lieu of holding of an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

ARTICLE XII

The books of the Corporation may be kept (subject to any statutory provision) outside the State of Delaware at such place or places as may be designated from time to time by the Board in the Bylaws of the Corporation.

The undersigned hereby further declares and certifies under penalty of perjury that the facts set forth in the foregoing Certificate of Incorporation are true and correct to the knowledge of the undersigned, and that this Certificate of Incorporation is the act and deed of the undersigned.

Executed on this 11 Day of September, 2019.

By: 