# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6276502

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
TALK ABOUT IT SOLUTIONS	11/26/2019

## **RECEIVING PARTY DATA**

Name:	FOURTH PRINCIPLE, LLC
Street Address:	1200 MENDELSSOHN AVE N
Internal Address:	STE 50
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55427-4366

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16954940	

#### **CORRESPONDENCE DATA**

**Fax Number:** (612)305-1228

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:** 6123051224

Email: swigant@mrgs.com
Correspondent Name: ANNA M. NELSON
Address Line 1: PO BOX 581336

Address Line 4: MINNEAPOLIS, MINNESOTA 55458-1336

ATTORNEY DOCKET NUMBER:	0618.000001US01
NAME OF SUBMITTER:	ANNA M. NELSON
SIGNATURE:	/Anna M. Nelson/
DATE SIGNED:	08/31/2020

## **Total Attachments: 3**

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PATENT 506229758 REEL: 053647 FRAME: 0591

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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of November 26, 2019, 2019 is made by TALK ABOUT IT SOLUTIONS, INC. D/B/A REMOOBLE, a Delaware corporation ("Seller"), in favor of FOURTH PRINCIPLE, LLC, a Minnesota limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of November 26, 2019 (the "Asset Purchase Agreement").

## **RECITALS**

- A. Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller.
- B. Seller has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

#### **AGREEMENT**

In consideration of the above recitals and the promises set forth in the Asset Purchase Agreement, the parties agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):
  - 1.1. the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
  - 1.2. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - 1.3. 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; and
  - 1.4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, 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.

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- Recordation and Further Actions. Seller hereby authorizes the Commissioner for 2. Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to 4. the benefit of the parties hereto and their respective successors and assigns.

The parties have executed this Patent Assignment as of the Effective Date.

TALK	<b>ABOUT</b>	n	SOL	UTI	ONS,	INC.
D/R/A/	REMOC	R	Æ			

FOURTH PRINCIPLE, LLC

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# SCHEDULE A

# **Assigned Patents and Patent Applications**

Jurisdiction	XX	Tamena Bhad.
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		Number

Title	Jurisdiction	Application/ Publication Number	Filing Date	
COMPOSITIONS INCLUDING KETO-ESTER COMPOUNDS AND METHODS OF USING THE SAME	International	App. No.: PCT/US2018/067416 Pub. No.: WO2019/126815 A2	December 2, 2018	
COMPOSITIONS AND METHODS FOR REMOVING COATINGS FROM A SURFACE	USPTO	App. No.: 62/786,758	July 1, 2019	

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**RECORDED: 08/31/2020**