

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6329737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARAVELAS CORPORATION	09/30/2020
RECEIVING PARTY DATA	
Name:	DIVERSITECH CORPORATION
Street Address:	3039 PREMIERE PARKWAY, SUITE 600
City:	DULUTH
State/Country:	GEORGIA
Postal Code:	30097
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9550223
Application Number:	15515989
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<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>	
Phone:	3128768000
Email:	patents.us@dentons.com, dianetatiana.filatov@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	P. O. BOX 061080
Address Line 2:	WACKER DRIVE STATION, WILLIS TOWER
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	15257403-000004
NAME OF SUBMITTER:	DIANE TATIANA FILATOV
SIGNATURE:	/Diane Tatiana Filatov/
DATE SIGNED:	10/01/2020
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of September 30, 2020 (the “**Effective Date**”), is made by CARAVELAS CORPORATION, a company duly incorporated in Anguilla (“**Caravelas**” or the “**Seller**”), in favor of DIVERSITECH CORPORATION, a Georgia corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, and others, dated contemporaneously herewith (the “**Asset Purchase Agreement**”).

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

Accordingly, Seller and Buyer (each a “**party**” and, together, the “**parties**”) agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, conveys and otherwise transfers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the intellectual property set forth on **Schedule 1** attached hereto, including all common law rights and all goodwill associated thereto, and including in all cases the rights to bring lawsuits and infringement claims on and against and collect damages associated therewith and therefrom for all past, present and future infringements (the “**Assigned IP**”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and any similar officer and office in any foreign jurisdiction, to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, indemnities and other provisions 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 of this IP Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Interpretation. All headings contained in this IP Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this IP Assignment or the Asset Purchase Agreement. Whenever the words “include,” “includes,” or “including” are used in this IP Assignment, they shall be deemed to be followed by the words, “without limitation.”

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP

Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission, including portable document format (pdf), shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

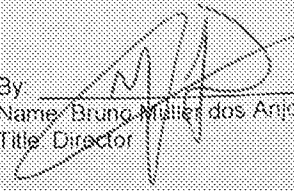
[SIGNATURE PAGES FOLLOW]

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date

"SELLER"

CARAVELAS CORPORATION


By


Name: Bruno Muller dos Anjos
Title: Director

"BUYER"

DIVERSITECH CORPORATION

By


Name: Nicole Kroner
Title: Chief Financial Officer

{IP ASSIGNMENT}

PATENT
REEL: 053943 FRAME: 0189

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

"SELLER"

CARAVELAS CORPORATION

By: _____
Name: Bruno Muller dos Anjos
Title: Director

"BUYER"

DIVERSITECH CORPORATION

By:  _____
Name: Nicole Kroger
Title: Chief Financial Officer

{IP ASSIGNMENT}

PATENT
REEL: 053943 FRAME: 0190

Schedule 1

Assigned Intellectual Property

Country	Patent Number	Owner	Status
Argentina	20162101084	Caravelas Corporation	Pending
Australia	AU2013401878	Caravelas Corporation	Granted
Bangladesh	1005848	Caravelas Corporation	Granted
Canada	CA2922458A1	Caravelas Corporation	Pending
China	CN201380079638.3A	Caravelas Corporation	Pending
Korea	#####	Caravelas Corporation	Granted
USA	9,560,223 B2	Caravelas Corporation	Granted
USA	US 15/515,869	Caravelas Corporation	Pending
India	2016270095.28	Caravelas Corporation	Pending
Indonesia	2017/11940	Caravelas Corporation	Pending
Japan	6559141	Caravelas Corporation	Granted
Malaysia	PI 2016701141	Caravelas Corporation	Granted
Mexico	MX/M/a/2016/003511A	Caravelas Corporation	Pending
Paraguay	1818845	Caravelas Corporation	Pending
Russia	2857253	Caravelas Corporation	Granted
Thailand	1601001535	Caravelas Corporation	Pending
Taiwan	I 672121	Caravelas Corporation	Granted
European Union (UE)	13894366.7	Caravelas Corporation	Pending
Vietnam	1-2016-01415	Caravelas Corporation	Pending