PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6340989

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
REEL COACHES, INC.	03/31/2020

RECEIVING PARTY DATA

Name:	SCOREVISION, LLC	
Street Address:	11742 STONEGATE CIRCLE	
City:	ОМАНА	
State/Country:	NEBRASKA	
Postal Code:	68164	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	15484891	
Patent Number:	9652459	

CORRESPONDENCE DATA

Fax Number: (402)496-0333

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.

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ATTORNEY DOCKET NUMBER:	SCV 20-2-1, 20-2-1A
NAME OF SUBMITTER:	CHAD W. SWANTZ
SIGNATURE:	/chad w swantz/
DATE SIGNED:	10/08/2020

Total Attachments: 5

source=2021_AssignmentFiled_10-08-20#page1.tif source=2021_AssignmentFiled_10-08-20#page2.tif source=2021_AssignmentFiled_10-08-20#page3.tif source=2021_AssignmentFiled_10-08-20#page4.tif source=2021_AssignmentFiled_10-08-20#page5.tif

PATENT 506294241 REEL: 054006 FRAME: 0609

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment"), dated as of March 31, 2020, is by and between Reel Coaches, Inc., a California corporation ("Seller"), and ScoreVision, LLC, a Nebraska limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. 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 Patent"):
 - (a) the patent set forth in <u>Schedule A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patent");
 - (b) all rights of any kind whatsoever of Seller accruing under the Assigned Patent provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Patent; and
 - (d) any and all claims and causes of action with respect to the Assigned Patent, 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.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, at Buyer's sole cost and expense, 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 Patent to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this Patent 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

PATENT REEL: 054006 FRAME: 0610 with respect to the Assigned Patent. 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.

- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment shall be construed under and in accordance with the internal laws of the State of Nebraska and applicable federal law. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Nebraska and of the United States of America located in Omaha, Nebraska, for any actions, suites or proceedings arising out of or relating to this Patent Assignment and the transactions contemplated hereby, and agree not to commence any action, suit or proceedings relating thereto except in such courts.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed under seal as of the day and year first above written.

SELLER:

REEL COACHES, INC., a California corporation
Ву:
Name: John Stone
Title: OEO
BUYER:
SCOREVISION, LLC, a Nebraska limited liability company
Ву:
Name:
73.241

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Patent Assignment as of the date first written above.

Reel Coaches, Inc.

Title:

By:	
Name:	
Title:	
ScoreVisio	on, LLC
By:	1.NN
Name:	Michael J. Medrano

President

SCHEDULE A

Country	Patent No.	Filing Date	Title
United States	9,652,459	May 16, 2017	Independent Content Tagging of Media Files

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RECORDED: 10/08/2020

PATENT REEL: 054006 FRAME: 0614