PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6402305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		

CONVEYING PARTY DATA

Name	Execution Date
SIMBULUS, INC.	10/15/2020

RECEIVING PARTY DATA

Name:	SAGA INNOVATIONS, INC.		
Street Address:	10 LAUDHOLM ROAD		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02458		

PROPERTY NUMBERS Total: 1

Property Type	Number		
Patent Number:	10089965		

CORRESPONDENCE DATA

Fax Number:

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: 6512592301

Email: MAUNU@IP-FIRM.COM

Correspondent Name: LEROY MAUNU

Address Line 1: 1150 NORTHLAND DRIVE, SUITE 100
Address Line 4: MENDOTA HEIGHTS, MINNESOTA 55120

ATTORNEY DOCKET NUMBER:	WOOT.002PA
NAME OF SUBMITTER:	LEROY MAUNU
SIGNATURE:	/LeRoy Maunu/
DATE SIGNED:	11/16/2020

Total Attachments: 4

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PATENT 506355551 REEL: 054373 FRAME: 0933

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (the "<u>Agreement</u>"), effective as of October 15, 2020 ("<u>Effective Date</u>"), memorializes an agreement between Simbulus, Inc., a Colorado corporation ("<u>Assignor</u>") and SAGA Innovations, Inc., a Massachusetts corporation (dba Saga Education) ("<u>Assignee</u>").

WHEREAS, Assignor is the sole and exclusive owner of the intellectual property listed in <u>Appendix I</u> attached hereto (collectively, the "<u>Assigned IP</u>"), and owns the entire right, title and interest in and to the Assigned IP and the ideas and inventions disclosed and claimed therein; and

WHEREAS, pursuant to that certain Asset Assignment Agreement, dated as of October 15, 2020, by and between Assignee and Assignor, Assignor has agreed to sell, transfer, convey and assign the Assigned IP and agreed to execute and deliver this Agreement for recording with governmental authorities including but not limited to the United States Patent and Trademark Office ("USPTO") and any foreign equivalent thereof;

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

- 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, irrevocably and exclusively throughout the world, all rights, title and interests (whether or not now existing) in and to the Assigned IP, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Assigned IP.
- 2. Recordation and Further Assurances. Assignor hereby authorizes and requests the Director of the USPTO and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time revive, enforce, maintain and defend the assigned rights, including the execution of any documents, files, registrations or other similar items to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.
- 3. General Provisions. No modification, waiver or consent under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the Commonwealth of Massachusetts and the United States, without regard to conflicts of laws provisions thereof.

PATENT REEL: 054373 FRAME: 0934 IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as an instrument under scal on this 15 day of <u>October</u> 2020.

ASSIGNOR: SIMBULES, INC.

Kuida Maika

By:

Xrista Marks

Title: Chief Executive Officer

ASSIGNEE: SAGA INNOVATIONS, INC.

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Name: Alan Safran Title: President

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ASSIGNED IP

PATENTS

FILING DATE	COUNTRY	TITLE	DOCKET NUMBER	STATUS	PATENT NO.	PUBLICATION NO.	APPLICATION NO.
10/2/18	USA	User-contro lled movement of graphical objects	N/A	Issued	10089965	US20120162117A1	US14855077

PATENT REEL: 054373 FRAME: 0936

TRADEMARKS

WORD/DESIGN MARK	SERIAL/ APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION ISSUE DATE
WOOT MATH and design: Woot moth	86721958	08/12/2015	5020543	08/16/2016
WOOT MATH and design: Woot Math	86723308	08/12/2015	5016070	08/09/2016
Design:	86723310	08/12/2015	5020550	08/16/2016
Design:	86733457	08/21/2015	5020590	08/16/2016
WOOT MATH and design: Woot Math	86735674	08/24/2015	5020594	08/16/2016
WOOT MATH	87179238	09/21/2016	5195331	05/02/2017

PATENT
RECORDED: 11/16/2020 REEL: 054373 FRAME: 0937