506391825 12/08/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6438581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EDUCATION REVOLUTION, LLC	11/06/2020

RECEIVING PARTY DATA

Name:	SPEED OF YOU INC.
Street Address:	16880 WEST BERNARDO DRIVE
Internal Address:	SUITE 210
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92127

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16014776

CORRESPONDENCE DATA

Fax Number: (612)332-9081

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: 6123325300

Email: cmanthie@merchantgould.com

Correspondent Name: BENJAMIN A. TRAMM

Address Line 1: PO BOX 2910

Address Line 2: MERCHANT & GOULD P.C.

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	15442.224FPU1
NAME OF SUBMITTER:	BENJAMIN A. TRAMM
SIGNATURE:	/Benjamin A. Tramm/
DATE SIGNED:	12/08/2020

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("<u>Assignment</u>") is entered into as of November 5, 2020, by EDUCATION REVOLUTION, LLC a Nevada limited liability company ("<u>Assignor</u>"), in favor of SPEED OF YOU INC., a Delaware corporation ("<u>Assignee</u>") (collectively, the "<u>Parties</u>" and each a "<u>Party</u>").

WHEREAS, Assignor and Assignee are parties to the Transaction Agreement, dated as of November 5, 2020 (the "<u>Transaction Agreement</u>"), pursuant to which Assignor has agreed to provide to Assignee a patent assignment assigning to Assignee all of Assignee's right, title and interest in the patent applications identified and set forth on <u>Schedule A</u> attached hereto (all such patent applications referred to collectively as the "Patents"):

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- 1. <u>Assignment</u>. Assignor hereby assigns, conveys, transfers and delivers to Assignee and its successors and assigns, and Assignee hereby accepts the assignment, conveyance, transfer and delivery of, all of Assignor's right, title and interest in, to and under the Patents, together with:
 - a. all divisionals, continuations, continuations in part, substitutes, extensions, renewals, reissues, reexaminations, other applications and related cases (in each instance, whether pending, issued, abandoned or filed in the future) that have been or shall be filed anywhere in the world and that are based upon and claim priority to any of the Patents (all of the foregoing, collectively, "Related Cases");
 - b. any inventions and improvements claimed or disclosed in any of the Patents or Related Cases, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor; and
 - c. all causes of action, enforcement rights, infringement, misappropriation or other claims and all other rights (including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement) based upon, arising out of or relating to any of the Patents or Related Cases.

Pursuant to the foregoing assignment, Assignor hereby acknowledges that each of the Patents and Related Cases shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. The assignment pursuant to this Section 1 includes, without limitation, (A) the right to register or apply in all countries and regions in the Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to apply for, prosecute, maintain and defend the Patents and Related Cases (including the right to continue any such action underway and to revive any such action previously abandoned) before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications included in the Patents and Related Cases; and (C) the right, if any, to claim priority based on the filing dates of any of the Patents or Related Cases under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purpose.

- 2. <u>Ownership.</u> Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in, to and under the Patents and Related Cases. Assignee acknowledges Assignor will be provided a license to use the Patents, as provided in a separate license agreement entered into contemporaneous herewith.
- 3. <u>Further Assurances</u>. Assignor shall, at Assignee's cost and expense, take all actions and execute and deliver such other documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in, to and under the Patents and the Related Cases, including, without limitation, entering into individual patent assignment agreements for the purposes of evidencing and recording Assignee's rights in the Patents and the Related Cases and filing such assignment agreements at national and regional patent registration offices.
- 4. <u>Recordation</u>. The Parties agree that Assignee may record this Assignment with the applicable patent authorities.
- Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Nevada applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:
SIGNED for and on behalf of EDUCATION REVOLUTION LLC by:
Brian G. Rosenberg
SIGNATURE
Brian Rosenberg
NAME
Manager
POSITION
11/6/2020
DATE
ASSIGNEE:
SIGNED for and on behalf of SPEED OF YOU INC. by:
Kelph Thomas
SIGNATURE
Ralph Thomas
NAME
Manager POSITION
POSITION
11/7/2020
11/7/2020 DATE

Schedule A

Patent	Jurisdiction	Application Number	Owner
METHOD AND APPARATUS FOR PRESENTING EDUCATIONAL CONTENT TO INDIVIDUAL USERS NB: UTILITY BASED ON 62/525,108 - ASSIGNED	US	United States Patent Application No. 16/014,776 Refer to <u>Exhibit A</u> .	Education Revolution, LLC
METHOD AND APPARATUS FOR PRESENTING CONTENT TO INDIVIDUAL USERS NB: PROVISIONAL THAT WAS ASSIGNED BUT HAS EXPIRED	US	United States Patent Application No. 62/810,776 Refer to <u>Exhibit B</u> .	Education Revolution, LLC

EXHIBIT A

Atty, Dkt. No. 100072-0200

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby asknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transferr, unto

Education Revolution, LLC 23 Grand Masters Drive Las Vegas, NV 89141

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

METHOD AND APPARATUS FOR PRESENTING EDUCATIONAL CONTENT TO INDIVIDUAL USERS

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		8] executed on	
		8 X	I Serial No. 16/014,776	Filed 6/21/2018

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as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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EXHIBIT B

Atty. Dkt. No. 190072-0201

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the seceipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transferr, unto

Education Revolution, LLC 23 Grand Masters Drive Las Vegas, NV 89141

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

METHOD AND APPARATUS FOR PRESENTING CONTENT TO INDIVIDUAL USERS

as set forth in	this United States Patent Application
check one	[] executed concurrently herewith. [] executed on [X] Serial No. 62/810/776 Filed 2/26/2019

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all devisions, continuations, resistues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Parts Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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RECORDED: 12/08/2020