

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6497353

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KRZYSZTOF SYWULA	01/13/2021
RECEIVING PARTY DATA		
Name:	KRZYSZTOF IS THE SOLE INVENTOR OF THIS PATENT LLC	
Street Address:	1201 ORANGE ST	
Internal Address:	STE 600 ONE COMMERCE CENTER	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17124833
CORRESPONDENCE DATA		
Fax Number:		
<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:	206-899-6980	
Email:	walker@alloypatentlaw.com	
Correspondent Name:	WALKER WEITZEL	
Address Line 1:	267C W CHEWUCH RD	
Address Line 4:	WINTHROP, WASHINGTON 98862	
ATTORNEY DOCKET NUMBER:	SYWULA_REC_001	
NAME OF SUBMITTER:	WALKER GRIFFIN WEITZEL	
SIGNATURE:	/Walker Griffin Weitzel/	
DATE SIGNED:	01/14/2021	
Total Attachments: 9		
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PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (the "Assignment") is made and effective as of January 13, 2021 ("Effective Date") by and between KRZYSZTOF SYWULA, an individual (the "Assignor") and KRZYSZTOF IS THE SOLE INVENTOR OF THIS PATENT LLC, a limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and has applied for patents on the Inventions, which applications are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patent Applications"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in the Inventions and to the Patent Applications; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in the Inventions and to the Patent Applications and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF PATENT APPLICATIONS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes [all][the above-designated part] of the Assignor's right, title, and interest in and to the following, [throughout the world]:

- (a) the Inventions and the Patent Applications described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patent Applications;
- (c) any and all registrations, corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and any divisions, continuations, continuations-in-part, and reissues of said Patent Applications, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and Patent Applications including, without limitation, damages and payments for past or future infringements of the any patent that is issued on such Inventions and Patent Applications; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and Patent Applications.

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patent Applications and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of ten dollars (\$10), to be paid within thirty (30) days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue any and all patents and registrations that may be granted on the Inventions to the Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which such patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is an owner of a right, title, and interest being transferred in and to the Inventions and the Patent Applications;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Invention or Patent Application or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or Patent Applications;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;

- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, Patent Applications, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and Patent Applications for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions or Patent Applications, reasonably necessary to record the assignment in the United States [and throughout the world];
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and

- (c) execute all lawful papers that may be required in connection with the filing, prosecution, and maintenance of said Patent Applications or any other patent applications in the United States for said Inventions, including additional documents that may be required to affirm the rights of the Assignee in and to said Inventions.

8. NO FURTHER USE OF INVENTIONS.

After the Effective Date, the Assignor agrees to make no further use of the Inventions or any equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions.

9. INDEMNIFICATION.

In the event that any of the Patent Applications or Inventions infringe on any United States patent of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that all of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all creation, public use, exploitation, importation, distribution, or sales of or relating to the infringing Patent Applications or Inventions, if requested by the Assignor.

If the Assignee is enjoined from further practice or use of any infringing Patent Applications Invention or if the Assignee stops using any of the Inventions pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention;
- (b) modify the infringing Invention to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Invention to the Assignee pursuant to this Assignment (if practicable); or

- (d) refund the amount paid under this Assignment for the infringing Inventions to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Patent Applications or Inventions not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party.

13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Delaware. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

ASSIGNEE

[ASSIGNEE NAME]

KRYSZTOF IS THE SOLE INVENTOR
OF THIS PATENT LLC

By: _____

Name: OWNER

Title:

KRYSZTOF SYLWLA

ACKNOWLEDGMENT
OF NOTARY PUBLIC

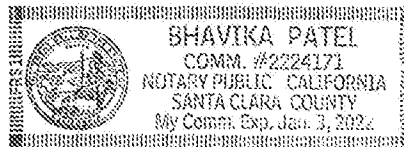
State of California)
) ss
County of Santa Clara

On this 13th day of January, 2021, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNEE] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____



IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

[ASSIGNOR NAME]

KRZYSZTOF SYWULA

By: _____

Name:

Title:

INDIVIDUAL

ACKNOWLEDGMENT
OF NOTARY PUBLIC

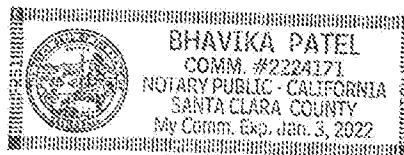
State of California
County of Santa Clara) ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNOR] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: B Patel

My Commission Expires: Jan 3, 2022



SCHEDULE 1

LIST OF PATENT APPLICATIONS

Invention Name	Name(s) of Inventors	Date(s) of Execution of Declaration	Application Number	Date of Filing
INTERACTIVE REAL TIME SYSTEM AND REAL TIME METHOD OF USE THEREOF IN CONVEYANCE INDUSTRY SEGMENTS	Alexis DaCosta, Vince Coletti, Krzysztof Sywula;	12/16/2020	17/124,833	12/16/2020