

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6527252

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DABNEY S. GOMES	09/30/2020
RECEIVING PARTY DATA		
Name:	MINERALBUILT, LLC	
Street Address:	PO BOX 7186	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78713	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	D794832	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	2147475070	
Email:	apsi@fr.com	
Correspondent Name:	FISH & RICHARDSON P.C.	
Address Line 1:	P.O. BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440	
ATTORNEY DOCKET NUMBER:	50788-0005001	
NAME OF SUBMITTER:	MONICA GAMEZ	
SIGNATURE:	/Monica Gamez/	
DATE SIGNED:	02/01/2021	
Total Attachments: 4		
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of September 29, 2020 (the "**Effective Date**") by and between:

Dabney S. Gomes, an individual having an address of 12 Hull Circle Dr. Austin TX 78746 ("**Assignor**"); and

MineralBuilt, LLC, a limited liability company formed under the laws of Texas, having an address at PO Box 7186, Austin TX 78713 ("**Assignee**").

WHEREAS, Assignor owns rights, title and interests in and to U.S. 9,476,200; U.S. 9,885,177; U.S. 10,094,110 and US D794,832 (the "**Patent Rights**");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in and to the Patent Rights, and ASSIGNEE desires to obtain such rights from ASSIGNOR, as more fully set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

- 1.1 Assignment.** ASSIGNOR hereby agrees to, and does hereby, assign, transfer, grant, convey, and otherwise relinquish to ASSIGNEE, its successors, assigns and other legal representatives, and ASSIGNEE hereby accepts, all outstanding right, title and interest, worldwide, in and to the Patent Rights, together with any and all of the inventions included in the foregoing, and including all rights to claim priority, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present and future infringement of the rights assigned under this Agreement with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made. Without limiting the foregoing, ASSIGNOR hereby authorizes the U.S. Patent and Trademark Office, and any foreign counterpart(s) or agencies, to issue any patents resulting from the Patent Rights to ASSIGNEE.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties.

- (a) ASSIGNOR hereby represents and warrants to ASSIGNEE that:

- (i) ASSIGNOR is a co-owner of, and has the lawful rights and authority to assign and transfer, the Patent Rights as set forth herein;
- (ii) none of the Patent Rights are the subject of any pending challenge or adversarial proceeding; and
- (v) that ASSIGNOR has neither assigned nor granted any license, interest or other rights in or to the Patent Rights and it is under no obligation to grant any such license, interest or rights to any entity or person.

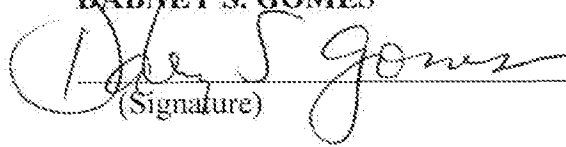
4. MISCELLANEOUS PROVISIONS

- 4.1 Governing Laws /Venue.** This Agreement is made and performed in Texas. The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by Texas law, specifically excluding its choice-of-law principles, except that the interpretation, validity and enforceability of the Patent Rights will be governed by the applicable patent laws. The exclusive venues for all disputes arising under this Agreement are the State or District Court Texas. ASSIGNOR hereby irrevocably consents to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving notices or otherwise as allowed by U.S. federal law.
- 4.2 Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.
- 4.3 Amendments; Severability.** No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party. In the event that any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.
- 4.4 Counterparts.** This Agreement may be executed simultaneously with any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, both ASSIGNOR (as Assignor) and ASSIGNEE (as Assignee) have executed this Agreement, by their respective and duly authorized representative, if applicable, on the day and year written.

ASSIGNOR:

DABNEY S. GOMES


(Signature)


Printed Name: Dabney S. Gomes

Title: co-inventor

Date: 9-30-2020

ASSIGNEE:

MINERALBUILT, LLC

By 

(Signature)

Name: FRANCISCO GOMES

Title: MEMBER / MANAGER

Date: 30 SEP 2020