

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6556197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ATOMIZED, LLC	07/26/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OPAL LABS INC.
<b>Street Address:</b>	1060 NW 9TH AVENUE
<b>City:</b>	PORTLAND
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97209
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17165848
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)517-9919
<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>	
<b>Phone:</b>	503-348-1622
<b>Email:</b>	david@davidcrowtherlaw.com
<b>Correspondent Name:</b>	DAVID CROWTHER
<b>Address Line 1:</b>	4804 NW BETHANY BLVD.
<b>Address Line 2:</b>	STE I-2, 219
<b>Address Line 4:</b>	PORTLAND, OREGON 97229
<b>ATTORNEY DOCKET NUMBER:</b>	1125-0012
<b>NAME OF SUBMITTER:</b>	DAVID A. CROWTHER
<b>SIGNATURE:</b>	/DAVID A. CROWTHER/
<b>DATE SIGNED:</b>	02/17/2021
<b>Total Attachments: 10</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “*IP Assignment*”), is made and entered into as of July 26, 2019, between **Atomized, LLC**, a Georgia limited liability company (“*Assignor*”) and **Opal Labs Inc.**, an Oregon corporation (“*Assignee*”).

### RECITALS

- A. Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the “*Purchase Agreement*”) pursuant to which the Assignor will sell to the Assignee the Purchased Assets. Unless otherwise specified, all other capitalized terms used herein are as defined in the Purchase Agreement.
- B. Pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Assignment.** The Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, Assignor’s entire right, title and interest in, to and under the Intellectual Property as described on the Schedules hereto (the “*Assigned Intellectual Property*”) throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present, or future infringements or dilutions. The foregoing assignment is made in connection with the purchase of the Assets by Assignee to which the Assigned Intellectual Property pertains. Specifically, the Assignor hereby assigns, and Assignee hereby accepts, all of Assignor’s rights, title, and interest in and to:
  - a. The patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”)
  - b. The trademarks, logos and registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

- c. The domain names, social media handles, websites, and profiles set forth on Schedule 3 hereto and all related, ancillary, and incorporated registrations thereof (the “Websites”);
  - d. All trade secrets and know-how contained in or associated with the Purchased Assets, (the “Trade Secrets”);
  - e. All unregistered inventions and disclosures that have not yet resulted in a filed patent application, and other proprietary information, lab notebooks, processes, and formulae contained in or associated with the Purchased Assets; and
  - f. All intangible property set forth on Schedule 4 hereto.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Upon Assignee’s reasonable written request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, agents, 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 Intellectual Property to Assignee, or any assignee or successor thereto. Further, Assignor acknowledges and agrees that third-parties receiving this IP Assignment from Assignee may rely upon it and take and do such actions as necessary to cause the registration of the Assigned Intellectual Property to be in the name of Assignee, or any assignee or successor thereto.
3. **Successors and Assigns.** All of the terms and provisions of this IP Assignment shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.
4. **No Effect on Purchase Agreement.** Nothing contained in this IP Assignment shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. This IP Assignment is entered into and delivered pursuant to the terms of the Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall prevail.
5. **Further Assurances.** Assignor shall cause each of their affiliates, inventors, employees and officers to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be reasonably necessary, or otherwise reasonably requested by Assignee, to vest in Assignee the Assigned Intellectual Property.
6. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Oregon.

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7. **Miscellaneous.** This IP Assignment may be executed in separate counterparts, including facsimile or other electronic counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts, each shall constitute but one and the same instrument. The section headings contained herein are for convenience only and shall not be construed as part of this IP Assignment. This IP Assignment shall be binding upon and inure solely to the benefit of the parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IP Assignment.

inure solely to the benefit of the parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IP Assignment.

**IN WITNESS WHEREOF**, the parties have caused this IP Assignment to be duly executed on the date first above written.

**ASSIGNOR:**

**Atomized, LLC**

By:  Paul Broit, Authorized Officer

By: Chris Gomersall, Authorized Officer

**ASSIGNEE:**

**Opal Labs Inc.**

By: Steve Giannini, President


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Paul Broft, Authorized Officer

By:  \_\_\_\_\_  
Chris Gomersall, Authorized Officer

**ASSIGNEE:**

**Opal Labs Inc.**

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Steve Giannini, President

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**ASSIGNOR:**

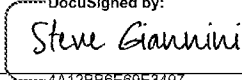
**Atomized, LLC**

By: \_\_\_\_\_  
Paul Broft, Authorized Officer

By: \_\_\_\_\_  
Chris Gomersall, Authorized Officer

**ASSIGNEE:**

**Opal Labs Inc.**

By:  \_\_\_\_\_  
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Steve Giannini, President



**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Systems and Methods for Managing Related Visual Elements	United States	10,121,123	November 6, 2018

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
Systems and Methods for Managing Related Visual Elements	United States	14/252,520	April 14, 2014
Systems and Methods for Managing Related Visual Elements	United States	16/130,714	September 13, 2018
Software for visually planning marketing messaging while simultaneously displaying campaign visuals, copywriting, and media spend	United States	61/812,111	April 15, 2013

Schedule 1 to ASSIGNMENT OF INTELLECTUAL PROPERTY

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**PATENT**  
**REEL: 055297 FRAME: 0720**

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Atomized	United States	4803670	September 1, 2015

Schedule 2 to ASSIGNMENT OF INTELLECTUAL PROPERTY

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**PATENT**  
**REEL: 055297 FRAME: 0721**

**SCHEDULE 3**

**ASSIGNED DOMAIN NAMES**

**Domain Names**

<b>URL</b>	<b>Registrant</b>
<u><a href="https://www.atomized.com/">https://www.atomized.com/</a></u>	Atomized, LLC

Schedule 3 to ASSIGNMENT OF INTELLECTUAL PROPERTY

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## **SCHEDULE 4**

### **ALL INTANGIBLE PROPERTY**

All intangible property of Assignor not otherwise transferred on a schedule of this IP Assignment, including, without limitation:

**1. Internally-Built and Owned Software**

- Any and all software applications and programming code related to the Business.

**2. Data**

All data and related informational content that is provided with

- Seller software applications, programming code, SaaS offerings, or services; and
- Any and all other data sets otherwise owned by the Seller as of the Closing Date.

**3. Web Sites and Portals Content**

- Assignor's Web sites, Portals, and associated infrastructures and platforms not identified on Schedule 4, including, but not limited to, all software, Web-based applications and services, APIs, and associated data and informational content owned by Assignor necessary to operate and maintain the Business as of the Closing Date.

**4. Services**

All platforms, Web services, APIs, SaaS, etc. owned by Seller not already addressed above as of the Closing Date.

**5. Trademarks:** All unregistered trademarks, service marks, trade names, catch phrases, logos, and all goodwill pertaining thereto.

**6. Copyrights:** All of Seller's unregistered copyrights, moral rights, data rights, sui generis rights associated with the Assigned Intellectual Property, including without limitation:

- All of Seller's copyrighted and copyrightable works;
- All of Seller's moral rights associated with the copyrighted or copyrightable works; and
- All of Seller's copyright, moral rights, and or sui generis rights in Seller's data and associated informational content in the Assigned Intellectual Property, and in any web site.

Schedule 4 to ASSIGNMENT OF INTELLECTUAL PROPERTY

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