

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6623999

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	BANKRUPTCY	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PROVENTIX SYSTEMS, INC.	03/18/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PROVENTIX TECHNOLOGIES LLC	
<b>Street Address:</b>	10 CAPITAL DRIVE UNIT B	
<b>City:</b>	WALLINGFORD	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06492	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8558660	
<b>Patent Number:</b>	9147334	
<b>Patent Number:</b>	9239361	
<b>Patent Number:</b>	9443062	
<b>Application Number:</b>	13149283	
<b>Application Number:</b>	14452503	
<b>Patent Number:</b>	9305191	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)345-4745	
<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>	212-297-2477	
<b>Email:</b>	trademarks@daypitney.com	
<b>Correspondent Name:</b>	DAY PITNEY LLP	
<b>Address Line 1:</b>	605 THIRD AVENUE, 31ST FLOOR	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10158-1803	
<b>NAME OF SUBMITTER:</b>	GAIL M. PAJER	
<b>SIGNATURE:</b>	/Gail M. Pajer/	
<b>DATE SIGNED:</b>	03/26/2021	
<b>Total Attachments: 10</b>		

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

IN RE: )  
 )  
PROVENTIX SYSTEMS, INC., ) Bankruptcy Case No. 20-03583-TOM-7  
 )  
Debtor. )

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TRUSTEE'S INTELLECTUAL PROPERTY AND PROPRIETARY ASSETS  
ASSIGNMENT AGREEMENT

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This TRUSTEE'S INTELLECTUAL PROPERTY AND PROPRIETARY ASSETS ASSIGNMENT AGREEMENT ("Assignment") is dated as of March 18, 2021 by and between Andre M. Toffel ("Seller"), as and only as the trustee of the bankruptcy estate of Proventix Systems Inc., ("Debtor"), in favor of Proventix Technologies LLC ("Buyer"), a Wyoming limited liability company, for the assignment of all the bankruptcy estate's interest in and to the Assigned Assets (defined below).

WHEREAS, pursuant to the agreement reached between Seller and Buyer, Seller agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller;

WHEREAS, Debtor is currently a debtor in the United States Bankruptcy Court for the Northern District of Alabama in the matter styled as *In re Proventix Systems, Inc.*, Case No. 20-03583-TOM7;

WHEREAS, Seller requested approval for this trustee's assignment which was approved by the bankruptcy court via Order dated March 15, 2021 (Doc. #32), a true and accurate copy of which is attached hereto as *Exhibit 4*;

WHEREAS, as a part of the conveyance of the specified assets, Seller agreed to execute and deliver this Assignment which the bankruptcy court approved;

NOW THEREFORE, Seller and Buyer agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as is, where is, all of the debtor's right, title, and interest in and to the following (the "Assigned Assets"):

(a) the patents and patent applications set forth on *Schedule 1* hereto and all divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, all rights to claim priority based thereon, all Letters Patent and like industrial property registrations to be obtained therefor, including any and all patent rights and counterparts corresponding thereto throughout the world, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned under this Assignment (the "Patents") and

Seller does hereby agree to assist Buyer and provide reasonable assistance regarding same and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may be reasonably required and requested by Buyer to obtain, maintain and enjoy the Patents in any and all countries;

(b) the trademark 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;

(c) the domain name registrations set forth on *Schedule 3* hereto (“**Domain Name Registrations**”) hosted by GoDaddy.com, LLC (“**Domain Name Registrar**”), as well as any other rights or assets of the bankruptcy estate held or managed by the Domain Name Registrar;

(d) all rights, title and interest of the bankruptcy estate in and to the accounts registered with, services provided by and/or licenses granted by Microsoft Corporation and Egnyte, Inc. (collectively, “**Cloud Services Providers**”), including, without limitation, all licenses and data available in each such accounts, and usernames, passwords and other information to access each such account and files therein; including, without limitation, all rights under licenses granted to the Debtor in and to any software and data stored, installed or running on servers or storage devices controlled by Cloud Services Providers and registered to the account of the Debtor; usernames, passwords and other access information to each of the foregoing; Seller does not have any said information or passwords, the assignment and sale is not dependent on said information being obtained by the Buyer; the Seller does not have any passwords or propriety information, nothing herein shall require the Seller to obtain any of the requested information;

(e) all rights, title and interest in and to the source code created or held by Doozer Software, Inc. (“**Doozer**”) for or on behalf of the bankruptcy estate or related to any software/firmware or hardware utilized by the bankruptcy estate, including, without limitation, all licenses, code, and data created for the benefit of or held for the benefit of the bankruptcy estate by Doozer, including any information required to access this information, such as account names, user names, passwords; and any rights under licenses granted to the bankruptcy estate in and to any software and data stored, installed or running on servers or storage devices controlled by Doozer and required by Buyer for its use of the information; the Seller does not have any passwords or propriety information, nothing herein shall require the Seller to obtain any of the requested information;

(f) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to all the foregoing; exempting any funds already received by Seller and

(h) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, exempting any funds already received by Seller.

2. Recordation and Further Actions. Seller hereby authorizes the Domain Name Registrar, Cloud Services Providers, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials and personnel of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonable to effect, evidence, or perfect the assignment of the Assigned Assets to Buyer, or any assignee or successor thereto.

(a) all rights, title and interest in and to the source code created or held by Doozer Software, Inc. ("**Doozer**") for or on behalf of the bankruptcy estate or related to any software/firmware or hardware utilized by the bankruptcy estate, including, without limitation, all licenses, code, and data created for the benefit of or held for the benefit of the bankruptcy estate by Doozer, including any information required to access this information, such as account names, user names, passwords; and any rights under licenses granted to the bankruptcy estate in and to any software and data stored, installed or running on servers or storage devices controlled by Doozer and required by Buyer for its use of the information; the Seller does not have any passwords or propriety information, nothing herein shall require the Seller to obtain any of the requested information;

3. No Representations by Seller. SELLER HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE PROPERTY SUBJECT OF THIS CONVEYANCE WHICH HAS BECOME ANY BASIS OF THE BARGAIN MADE OR HAS CREATED OR AMOUNTED TO AN EXPRESSED WARRANTY THAT THE PROPERTY DESCRIBED HEREIN ABOVE CONFORMS TO ANY SUCH AFFIRMATION OR PROMISE. SELLER IS SELLING THE ABOVE-DESCRIBED PROPERTY "AS IS, WHERE IS," AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Assignment as of the date first above written.

**SELLER:**

**PROVENTIX SYSTEMS, INC.**

Proventix Systems, Inc.  
By: Donell M. Tappin, as Trustee  
As its: Trustee in Bankruptcy

Address for Notice: 450-A Century Park South  
Suite 206A  
Birmingham, AL 35226

**BUYER:**

**PROVENTIX TECHNOLOGIES, LLC**

  
By: Sohil Patel  
As its: President & CEO

Address for Notice:  
10 Capital Drive Unit B  
Wallingford, CT 06492

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

<b>Patent Number</b>	<b>Application / Publication Number</b>	<b>Jurisdiction</b>
8558660	12619856 / 20100123560	United States
9147334	14024300 / 20140009292	United States
9239361	14235336	United States
9239361	14235336 / 20140191726	United States
9443062	13432897 / 20130261795	United States
-	13149283 / 20120310664	United States
-	14452503 / 20150035678	United States
9305191	13/736945/2013-0120120	United States

## **SCHEDULE 2**

### **TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Serial Number</b>
PROTEK	United States	4286937	85646304
TEAM ASSIST	United States	4269433	85457058
PUTTING POWER INTO HEALTHCARE	United States	-	85587689
HEALTHY HANDS SEAL OF APPROVAL	United States	4158535	85170233
CLEAN HANDS MATTER	United States	4126356	85170132
LITEMINDER	United States		85613571
NGAGE	United States	490057	85937215
NGAGE	United States	5237298	77835165



### **SCHEDULE 3**

#### **DOMAIN NAME REGISTRATIONS**

<b>Domain Name</b>	<b>Registrar</b>
www.proventix.com	GoDaddy
ngage.proventix.com	GoDaddy
www.proventix.net	GoDaddy

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>IN RE:</b>	)	
	)	
<b>PROVENTIX SYSTEMS, INC.,</b>	)	<b>Bankruptcy Case No.:</b>
	)	<b>20-03583-TOM-7</b>
<b>Debtor.</b>	)	

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**ORDER**

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UPON CONSIDERATION of trustee Andre M. Toffel's ("**Trustee**") Motion for Authority to Sell Property of the Estate Free and Clear of Liens and Other Interests (Doc. #32) (the "**Motion**"), the Court hereby determines that:

A. Trustee filed the Motion to sell intellectual property and personal property of debtor Proventix Systems, Inc. ("**Debtor**"), as more particularly described in the exhibits to the Motion, including the description of intellectual property found on Schedules 1, 2, and 3 to Trustee's Intellectual Property and Proprietary Assets Assignment Agreement (pp. 5-7 of Doc. #32-1) and the description of personal property found on Exhibit A to the Trustee's Bill of Sale (pp. 3-4 of Doc. #32-2) (collectively, the "**Assets**"), to Proventix Technologies, LLC ("**Purchaser**"); and

B. Adequate notice of the Motion and proposed sale was provided to all interested parties pursuant to Rules 2002(a)(2), (c)(1), 6004(c) and 9014 of the Federal Rules of Bankruptcy Procedure; and

C. It is in the best interest of the estate that the Motion and proposed sale be approved; and

- D. The terms of the sale are fair and reasonable; and
  - E. Purchaser is a bona fide purchaser and is not related to Debtor in any way;
- and
- F. No objections were filed, or if filed and not withdrawn, those objections are expressly overruled by this Order;

And therefore, for good cause having been shown, it is by this Court hereby **ORDERED** that the Motion be, and it is hereby, **GRANTED** pursuant to 11 U.S.C. §§ 363(b) and 363(f)(1) and (4); and it is further **ORDERED** that:

1. Trustee is authorized to sell the Assets, free and clear of all liens, interests, claims, encumbrances, obligations, liabilities, contractual commitments, security interests, adverse claims, charges, and monetary encumbrances, to Purchaser for the price of \$25,000.00 in accordance with the terms and conditions of the Motion which is hereby **APPROVED**.

2. Upon the closing of the sale, all liens, interests, claims, encumbrances, obligations, liabilities, contractual commitments, security interests, adverse claims, charges, and monetary encumbrances (collectively, the “**Interests**”) on or in the Assets shall be removed and released and Purchaser shall take title to the Assets free and clear of all Interests, with any such Interests attaching to the net proceeds of the sale in the order of their priority, subject to any claims or defenses.

3. Effective on the date of entry this Order, all third parties holding any Interest against or Interest in the Assets shall be forever barred, restrained and enjoined from commencing or continuing in any manner, action or other proceeding of any kind or nature

whatsoever against the Purchaser, with respect to any Interests arising out of or related to the Assets. This Order (a) shall be effective as a determination that, upon closing of sale, all Interests have been and hereby are adjudged and declared to be unconditionally released, discharged, and terminated, and (b) shall be binding upon and govern the acts of all claiming Interests in the Assets.

4. Trustee is authorized and directed to: (a) sign and deliver to Purchaser the Trustee's Assignment and Trustee's Bill of Sale in the form attached to the Motion as Exhibits A (Doc. #32-1) and B (Doc. #32-2), respectively; (b) take all action necessary or appropriate to consummate the sale of the Assets to the Purchaser; and (c) perform, consummate, implement and close fully the sale together with all instruments and documents that may be reasonably necessary to sell and transfer title to the Assets to Purchaser.

5. This Court shall retain jurisdiction to enforce the provisions of this Order and to resolve any dispute concerning this Order or the rights and duties of the parties hereunder.

Done this the 15<sup>th</sup> day of March 2021.

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
United States Bankruptcy Judge