

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6638876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT FINKLE	07/08/2020
RECEIVING PARTY DATA	
Name:	VEHICLE HAIL SCAN SYSTEMS, LLC
Street Address:	7215 E. SILVERSTONE DR., #2062
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16964947
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:	512-472-5070
Email:	apsi@fr.com
Correspondent Name:	JAMES W. BABINEAU
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	50761-0003US1
NAME OF SUBMITTER:	JEANNIE MIRANDA
SIGNATURE:	/Jeannie Miranda/
DATE SIGNED:	04/05/2021
Total Attachments: 4	
source=50761-0003US1 Finkle to VHSS#page1.tif	
source=50761-0003US1 Finkle to VHSS#page2.tif	
source=50761-0003US1 Finkle to VHSS#page3.tif	
source=50761-0003US1 Finkle to VHSS#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”) is made and entered into as of July 8, 2020 by Robert Finkle (“**Assignor**”) and Vehicle Hail Scan Systems LLC, a Pennsylvania limited liability company (“**Company**”).

WHEREAS, as an employee of or service provider to the Company, Assignor has Developed Company Inventions;

WHEREAS, at the time Assignor Developed such Company Inventions, it was Assignor’s intent and understanding that all of Assignor’s right, title and interest in and to such Company Inventions, including all Intellectual Property Rights related thereto, would vest in Company, or Assignor otherwise now desires that all of Assignor’s right, title, and interest in and to such Company Inventions, including all Intellectual Property Rights related thereto, vest in Company;

WHEREAS, to avoid any uncertainty regarding ownership of certain Company Inventions and Intellectual Property Rights related thereto, Assignor desires to enter into this Agreement to confirm that such Company Inventions and Intellectual Property Rights are assigned to and owned by Company in exchange for the consideration Assignor shall receive as a shareholder of Company upon the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is a condition to the consummation of the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Definitions**

1.1 As used in this Agreement, the following terms shall have the following meanings:

(a) “**Company Invention**” means: (i) any Invention that Assignor has Developed at any time before the Closing (as such term is defined in the Purchase Agreement), whether before or after Assignor became an employee of or provided services to the Company, and that either: (w) related to the actual or anticipated business, research, design, development, products or services of Company or any of its affiliated companies; (x) was Developed through the use of any of Company’s or any of its affiliated companies’ equipment, facilities, supplies, or trade secrets; (y) was suggested by or resulted from any task assigned to Assignor by Company or any of its affiliated companies; or (z) was suggested by or resulted from any work performed by Assignor (whether at the request of Company or any of its affiliated companies or on Assignor’s own initiative) for or on behalf of Company, and (ii) any Invention related to the actual or anticipated business, research, design, development, products or services of Company or any of its affiliated companies in which Assignor owns any rights, including Intellectual Property Rights.

(b) “**Develop**” means to make, conceive, reduce to practice, first fix in a tangible medium, create or learn (in each case, either alone or jointly with others).

(c) “**Intellectual Property Rights**” means all patents and applications, copyrights, service and/or trademarks, trade dress, trade secrets, mask work rights, and all other intellectual property rights recognized by the laws of any jurisdiction or country.

(d) **“Invention”** means any invention (whether or not patentable) or work of authorship, including without limitation any and all ideas, concepts, information, improvements, discoveries, developments, designs, formulae, materials, processes, procedures, techniques (including manufacturing processes, procedures, and techniques), mask works, know-how, artwork, data, programs, prototypes, pseudo-code, software, source and object codes, and any other works of authorship or other copyrightable or patentable works.

(e) **“Purchase Agreement”** means that certain Asset Purchase Agreement entered into as of July 8, 2020, by and among Vehicle Service Group, LLC, the Company, Scanmen Ltd., Assignor, Richard Adelman, Denise Bartels, Aivaras Grauzinis and Geert Willems.

1.2 The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “shall” shall be construed to have the same meaning and effect as the word “shall.” The word “or” is not exclusive. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified, renewed or replaced and (b) any reference herein to any party shall be construed to include such party’s successors and assigns.

2. **Assignment, Waivers and Cooperation**

2.1 To the extent not already assigned to or otherwise owned exclusively by Company by operation of law or by any other agreement, Assignor hereby assigns in exchange for the consideration Assignor shall receive as a shareholder of Company upon the consummation of the transactions contemplated by the Purchase Agreement to Company, all of Assignor’s right, title and interest in and to any and all Company Inventions and any and all Intellectual Property Rights related thereto (collectively, the **“Assigned Assets”**). To the extent this Agreement is construed to require Assignor to assign any Invention that fully qualifies under applicable state law for an exclusion from such assignment, this Section 2.1 shall be interpreted not to apply to any Invention that a court or governmental authority rules falls within such exclusion.

2.2 If Assignor has any rights in any Assigned Assets, including without limitation “artist’s rights” or “moral rights,” that cannot be assigned pursuant to this Agreement, Assignor hereby unconditionally and irrevocably waives enforcement worldwide of such rights against Company and its affiliates companies (and their respective licensees) and agrees, at Company’s expense and request, to consent to and join in any action to enforce such rights. In the event that Assignor has any such rights that cannot be assigned or waived, Assignor hereby unconditionally and irrevocably grants to Company an exclusive, worldwide, irrevocable, fully paid-up and royalty-free perpetual license (with rights to sublicense through multiple levels of sublicensees) to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or form, whether now known or later developed, make, have made, modify, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Assigned Assets.

2.3 Assignor hereby waives and quitclaims to Company any and all claims, of any nature whatsoever, that Assignor now has or may hereafter have for ownership and/or infringement of any Assigned Assets.

2.4 Assignor shall assist Company in every proper way to obtain and enforce Company’s rights in the Assigned Assets in any and all countries worldwide. To that end, Assignor shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such

rights. In addition, Assignor shall execute, verify and deliver all documents and other instruments necessary to effectuate such assignments of the Assigned Assets to Company or its designee.

2.5 In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in the preceding paragraph, Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for, in, and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

3. General Provisions

3.1 **Governing Law; Jurisdiction.** This Agreement and any action related thereto shall be governed, controlled, interpreted, and defined by and construed under the laws of the State of Illinois, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the personal jurisdiction of and exclusive venue in the state and federal courts located in Illinois for any lawsuit arising from or related to this Agreement.

3.2 **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall be unimpaired, and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

3.3 **Successors and Assigns.** This Agreement shall be binding upon Assignor's heirs, executors, administrators and other legal representatives and shall be for the benefit of Company, its successors, and its assigns.

3.4 **Survival.** This Agreement shall survive the assignment of this Agreement by Company to any successor-in-interest or other assignee.

3.5 **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of such provision on any other occasion or a waiver of any other provision. Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

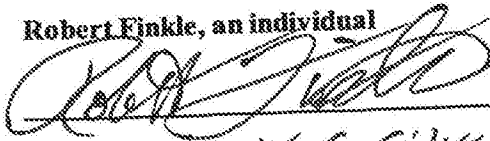
3.6 **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice shall be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice shall be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

3.7 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between the parties with respect to such matters. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by Assignor and a duly authorized officer of Company. Except as modified by this Agreement, all of the terms and conditions of the Existing Agreement are ratified and confirmed and remain in full force and effect.

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

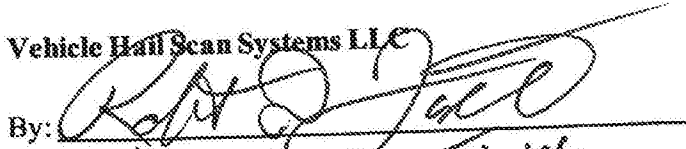
ASSIGNOR ACKNOWLEDGES THAT ASSIGNOR HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

Robert Finkle, an individual



Address: 7215 E. Silverstone Dr. #2062
Scottsdale, AZ 85255

Vehicle Hail Scan Systems LLC



Name: ROBERT J. FINKLE

Title: PRESIDENT

Address: 7215 E. Silverstone Dr., #2062,
Scottsdale, AZ 85255