

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6698782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMAZING WORLD DEALS, INC.	05/07/2021
RECEIVING PARTY DATA	
Name:	RAZOR GROUP ACQUISITION PQT LLC
Street Address:	801 BARTON SPRINGS RD.
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78704
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29701026
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	128509-0101
NAME OF SUBMITTER:	RITA BOTT
SIGNATURE:	/Rita Bott/
DATE SIGNED:	05/07/2021
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of May 7, 2021, is made by Amazing World Deals, Inc., an Oregon corporation (“**Seller**”), in favor of Razor Group Acquisition PQT LLC, a Delaware limited liability company (“**Buyer**”) (Seller and Buyer, each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Seller and Buyer have entered in that certain Asset Purchase Agreement, dated May 7, 2021 (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, goodwill and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, goodwill and interest in and to the following:

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Assigned Patents**”);

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

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and 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, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent 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 Patent 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 Patent Assignment.

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

6. Governing Law. This Patent 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 Patent 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

AMAZING WORLD DEALS, INC.

By: Jonathan Willing
Name: Jonathan Willing
Title: President

AGREED TO AND ACCEPTED:

RAZOR GROUP ACQUISITION PQT LLC

By: _____
Name:
Title:

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

AMAZING WORLD DEALS, INC.

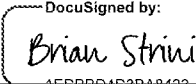
By: _____

Name: Jonathan Willing

Title: President

AGREED TO AND ACCEPTED:

RAZOR GROUP ACQUISITION PQT LLC

By:  _____
1E9BB64D39A8423...

Name: Brian Strini

Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents.

None.

Patent Applications

Title	Jurisdiction	Application Number	Filing Date
Hanger (Pending)	USA	29701026	August 7, 2019