

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6710584

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RANDY NELSON	10/31/2019
RECEIVING PARTY DATA		
Name:	SWISSTRAX, LLC	
Street Address:	205 BORING DRIVE	
City:	DALTON	
State/Country:	GEORGIA	
Postal Code:	30721	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29579724	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	docketing@avant.law	
Correspondent Name:	MELISSA R. TURPEN	
Address Line 1:	12980 METCALF AVE., STE 180	
Address Line 4:	OVERLAND PARK, KANSAS 66213	
ATTORNEY DOCKET NUMBER:	PARENT OF 010203	
NAME OF SUBMITTER:	MELISSA R. TURPEN	
SIGNATURE:	/MELISSA R. TURPEN/	
DATE SIGNED:	05/14/2021	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

Effective as of October 31, 2019 (the "Effective Date"), Randy Nelson (hereinafter referred to as "Assignor") enters into this Patent Application Assignment Agreement (the "Agreement") with SwissTrax, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the named inventor for and owner of the patent application set forth on Exhibit A (the "Patent Application"), as well as the inventions and know-how associated with the same;

WHEREAS, Assignor has not previously assigned the Patent Application;

WHEREAS Assignor is the principal of various entities that with Assignee are the parties to that certain Asset Purchase Agreement dated as of October 31, 2019 whereby Assignee has contemporaneously purchased from such entities and/or its affiliates certain business operations and assets associated with the Patent Application; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Patent Application and Assignee desires to acquire the Patent Application, all as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor sells, assigns, and transfers unto Assignee, the full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in the Patent Application, (ii) in and to the Patent Application and any patent issued from the application described in Exhibit A, (iii) in and to any divisional, continuation, and continuation-in-part applications describing in whole or in part said inventions and improvements, preparatory to obtaining Patent Application of the United States therefore, (iv) in and to any reissues of the aforementioned, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from such provisional patent applications; and (vii) all projects, drawings, renderings, schematics, specifications, application documents, manufacturing processes, plans, or other information relating to the practical application and/or use of the inventions set forth in the Patent Application. Assignor also hereby acknowledges that an obligation for this assignment and for the assignment of all related subject matter arose before the making of the invention and improvements disclosed and described in the Patent Application; and hereby requests the Commissioner of Patent Application to issue any and all additional patents of the United States resulting from the Patent Application, or from a division, continuation, continuation-in-part, or reissue thereof, to Assignee, for its interest and for its sole use, or its assigns and legal representatives.

For the same consideration, Assignor sells, assigns, and transfers to Assignee the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to the Patent Application, in whole or in part, in countries other than the United States, in and to any patents and similar protective rights granted on said foreign application, and in and to the right to claim any applicable priority rights arising from or required for said foreign application under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of Assignor and or its respective designees, insofar as permitted by applicable law.

For the same consideration, Assignor agrees to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee and its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Assignor represents and warrants that it owns all right, title and interest in and to the Patent Application, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignee warrants and represents that all inventors of any of the Patent Application have assigned all of their interest in the Patent Application to Assignee prior to the Effective Date of this Agreement. Assignor further warrants and represents that it has no actual knowledge of any claim that any third party has an interest in any of the Patent Application or that the Patent Application violate any rights of any third party. Assignor is in full compliance with all legal requirements applicable to the Patent Application and Assignee's ownership and use thereof following transfer by this Agreement. The undersigned represents and warrants if executed in a representative capacity (e.g., as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:



Randy Nelson

ASSIGNEE:

SWISSTRAX, LLC

By:.....

Name: Ronald L. Bennett

Title: Chief Executive Officer

For the same consideration, Assignor agrees to sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee and its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Assignor represents and warrants that it owns all right, title and interest in and to the Patent Application, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignee warrants and represents that all inventors of any of the Patent Application have assigned all of their interest in the Patent Application to Assignee prior to the Effective Date of this Agreement. Assignor further warrants and represents that it has no actual knowledge of any claim that any third party has an interest in any of the Patent Application or that the Patent Application violate any rights of any third party. Assignor is in full compliance with all legal requirements applicable to the Patent Application and Assignee's ownership and use thereof following transfer by this Agreement. The undersigned represents and warrants if executed in a representative capacity (e.g., as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

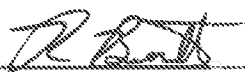
IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:

Randy Nelson

ASSIGNEE:

SWISSTRAX, LLC

By: 

Name: Ronald L. Bennett
Title: Chief Executive Officer

(Patent Assignment Signature Page)

EXHIBIT A
THE PATENT

U.S. Design Patent Application No. 29709602 (as continuation of U.S. Design Patent Application Serial No. 29/579,724), Modular Flooring Tile, Named Inventor/Applicant Randy Nelson, filed October 16, 2019.