

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6728362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	QUITCLAIM ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PRIME ITS, INC.	02/25/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PCT LTD
<b>Street Address:</b>	4235 COMMERCE STREET
<b>City:</b>	LITTLE RIVER
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29566
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9679170
<b>Patent Number:</b>	10521765
<b>Patent Number:</b>	10885497
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(716)416-7001
<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>	(716)416-7000
<b>Email:</b>	bskpto@bsk.com
<b>Correspondent Name:</b>	BOND, SCHOENECK & KING, PLLC
<b>Address Line 1:</b>	200 DELAWARE AVENUE
<b>Address Line 4:</b>	BUFFALO, NEW YORK 14202
<b>NAME OF SUBMITTER:</b>	CHRISTINA L. YAPLE
<b>SIGNATURE:</b>	/Christina L. Yapple/
<b>DATE SIGNED:</b>	05/25/2021
<b>Total Attachments: 4</b>	
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**Quitclaim Intellectual Property Assignment**

WHEREAS, **Prime ITS, Inc.**, a corporation organized and existing under the laws of the United States of America and having a principal place of business at 616 Cypress Creek Parkway, Ste 410, Houston, Texas 77090 (hereinafter referred to as "Assignor"), acknowledges the filing of the patents and applications set forth below (hereinafter referred to as the "Listed Properties"):

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
9,679,170	Material Tracking System	June 13, 2017
10,521,765	Material Tracking System	December 31, 2019
10,885,497	Material Tracking System	January 5, 2021

WHEREAS, PCT LTD, a corporation organized and existing under the laws of the state of Nevada and having a principal place of business at 4235 Commerce Street, Little River, South Carolina, 29566 (hereinafter referred to as "Assignee") is desirous of acquiring all right title and interest in and to the above Listed Properties as well as the inventions embodied therein, and in, to and under any patent or similar legal protection to be obtained from the above Listed Properties in the United States of America, its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, any and all of Assignor's right, title, and interest of any and every kind and nature that the Assignor may have in and to the Listed Properties (hereinafter referred to as "Acquired Rights");

The Acquired Rights include without limitation: (i) the Listed Properties; (ii) continuation, continuation-in-part, divisional, and other applications which claim priority to the patents or applications provided in the Listed Properties; (iii) all foreign and international application which claim priority to the patents or applications provided in the Listed Properties; any and all United States and foreign patents, utility models, inventor's certificates, and design registrations granted for any of the inventions or improvements disclosed in or the subject of the patents or application provided in the Listed Properties; (iv) the right to claim priority based on the filing date of the patents and applications provided in the Listed Properties under the United States Code, the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other statutes or treaties of like purposes; and, (v) the right to sue for past infringement of any and all of the patents provided in the Listed Properties;

The parties acknowledge and agree that Assignor is assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind;

From and after the date hereof, and upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Quitclaim Intellectual Property Assignment (hereinafter referred to as "the Agreement").

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

Governing Law; Venue. All dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina.

Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Counterparts. This Agreement 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 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Assignor: Prime ITS, Inc.

By: Diana Seifert  
Name: Diana Seifert  
Title: DIRECTOR

Assignee: PCT LTD

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Assignor: Prime ITS, Inc.

By: \_\_\_\_\_

Name:

Title:

Assignee: PCT/ETD

By:  \_\_\_\_\_

Name: Gary J. Grieco

Title: President and CEO