

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASHBURY HEIGHTS CAPITAL, LLC	08/01/2019
RECEIVING PARTY DATA	
Name:	FOREST SIDE PARTNERS LLC
Street Address:	255 CALIFORNIA STREET
Internal Address:	SUITE 1350
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9092821
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:	jlaurence@wbny.com
Correspondent Name:	FOREST SIDE PARTNERS LLC
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Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
NAME OF SUBMITTER:	JOHN LAURENCE
SIGNATURE:	/John Laurence/
DATE SIGNED:	05/31/2021
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of May 24, 2021, is made by Ashbury Heights Capital, LLC (“**Seller**”), a California limited liability company, located at 184 Forest Side Ave., San Francisco, CA 94127, in favor of Forest Side Partners LLC (“**Buyer**”), a California limited liability company, located at 255 California Street, Suite 1350, San Francisco, CA 94111, the purchaser of certain assets of Seller pursuant to a Security Agreement, between Buyer and Seller, dated as of August 1, 2019 (the “**Security Agreement**”).

WHEREAS, under the terms of the Security 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, the parties 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 all of Seller’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(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 “**Patents**”);

(b) all rights of any kind whatsoever 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 to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Security Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Security 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 Security 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 Security Agreement and the terms hereof, the terms of the Security 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 hereto 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 California, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

ASHBURY HEIGHTS CAPITAL, LLC.

By: Eric McGill
Name: Eric McGill
Title: Managing Member

FOREST SIDE PARTNERS LLC.

DocuSigned by:
By: Karl A. Cole-Frieman
Name: Karl Cole-Frieman
Title: Manager

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Method for Estimating Flows Between Economic Entities	US	9,092,821	July 28, 2015