

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ECHO SMARTLAB, LLC.	05/27/2021
RECEIVING PARTY DATA		
Name:	ECHO SMARTLAB GMBH	
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Internal Address:	8700 KUESNACHT	
City:	ZURICH	
State/Country:	SWITZERLAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10735598
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	9242-P0001	
NAME OF SUBMITTER:	JOSE GUTMAN	
SIGNATURE:	/Jose Gutman/	
DATE SIGNED:	06/03/2021	
Total Attachments: 4		
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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is made effective as of May 27, 2021 (the “**Effective Date**”) between **ECHO SMARTLAB, LLC** (“**Assignor**”), and **ECHO SMARTLAB GMBH** (“**Assignee**”).

WHEREAS, Assignor owns a patent registered with the United States Patent and Trademark, entitled **SYSTEM AND METHOD FOR PROVIDING VOICE COMMUNICATION BETWEEN SENDER USERS, RECIPIENT USERS AND EXTERNAL NETWORK ENTITIES**, U.S. Patent No. 10,735,598 (the “**Patent**”);

WHEREAS, Assignor is in the process of dissolution, and desires to transfer the Patent to Assignee, an affiliate of a majority shareholder of Assignor;

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

(a) Assignor, on behalf of itself and its affiliates, hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all United States and foreign patents and utility models and applications therefore (including provisional applications) and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof (all of the foregoing, collectively, “**Patent Rights**”) existing as of the Effective Date with respect to which Assignor has any right, title or interest, including without limitation all Patent Rights (whether or not as yet applied for) conceived or reduced to practice by, created by, held in the name of, owned by or transferable by, Assignor or its affiliates, and expressly including without limitation the Patent, and all rights to assert and otherwise enforce in any manner such Patent Rights including to recover past, present and future damages for infringement or misappropriation of such Patent Rights.

2. For the avoidance of doubt, the foregoing assignment in Section 1 shall expressly include without limitation:

(a) each patent and patent application that derives priority from, forms a basis for priority for, or shares priority with the Patent, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from the Patent, and each patent issuing on any of the foregoing;

(b) each patent or patent application that is referenced by a terminal disclaimer filed in connection with the Patent or any of the foregoing paragraphs of this Section 2 (collectively, the “**Assigned Patents**”);

(c) all subject matter, and each invention, claimed or disclosed in the Patent, the Assigned Patents and/or all embodiments of such subject matter and inventions (collectively, the “**Inventions**”);

(d) all foreign counterparts to, and rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each of the Patent Rights of the Patent, Assigned Patents and Inventions, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding;

(e) any and all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patent Rights of the Patent, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2, including all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind (in each of the cases in clauses “(i)”, “(ii)”, and “(iii)” of this clause “(f)” for past, current, and future infringement), and (iv) all rights to collect royalties and other payments under or on account of each of the Patent Rights of the Patent, the Assigned Patents, the Inventions, and items in any of the foregoing clauses of this Section 2.

3. Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority to make the assignments to Assignee of the Patent Rights, the Assigned Patents, and the Inventions, as set forth in this Assignment; and

(b) Assignor exclusively owns all right, title, and interest to the Patent Rights, Assigned Patents or Inventions and has not assigned, granted or otherwise transferred any right, title, or interest in or to any Patent Rights, Assigned Patents or Inventions to any other person or entity.

(c) As of the Closing, the Assigned Patents, Patent Rights and Inventions are free and clear of all liens, claims, mortgages, security interests, joint ownership interests, or other encumbrances and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending or in progress relating in any way to the Assigned Patents, Patent Rights and Inventions.

(d) None of the Assigned Patents, Patent Rights or Inventions has ever been found invalid, unpatentable or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding. All maintenance, issue, extension, renewal and other necessary fees associated with the Assigned Patents or Patent Rights that are due or payable worldwide prior to the Closing have been paid by Assignor.

(e) Assignor has not put a third party on notice of actual or potential infringement or other violation of, or initiated any enforcement action with respect to, any of the Assigned Patents. None of the Assigned Patents has been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding.

4. The consideration for this Assignment shall be payment of the amount of One Hundred Dollars (\$100.00), payable by the Assignee to the Assignor immediately on the Effective Date.

5. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights, Assigned Patents and Inventions in the name of Assignee, as the assignee to the entire interest therein.

6. Assignor hereby authorizes and requests the attorney or agent of record to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

7. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Prior to Closing, Assignor will deliver to Assignee complete prosecution files for the Assigned Patents, including all correspondence and filing with patent authorities with respect to such Assigned Patents and any related materials or documents in the possession or control of Assignor or any attorney or patent agent involved in the prosecution or enforcement of such Assigned Patents. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights, Assigned Patents, or Inventions or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive any dissolution or insolvency of Assignor.

8. The terms and conditions of this Assignment will inure to the benefit of Assignee and Assignee's successors and assigns of the Patent Rights, Assigned Patents, Inventions and other rights set forth above.

9. Capitalized terms used but not defined in this Assignment shall have the meanings as may be given to them in that certain Asset Purchase Agreement by and between Assignor and Assignee dated on or about the Effective Date.


10. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

11. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ECHO SMARTLAB, LLC

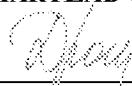
By: 

Name: Vlad Ponomarev

Title: Manager

Date: May 27, 2021

ECHO SMARTLAB GMBH

By: 

Name: Sergei Drozhilkin

Title: Director

Date: May 27, 2021